FRANCHISE DISCLOSURE DOCUMENT

BBDOTQ USA, INC.
a New Jersey corporation
2134 North Central Road
Fort Lee, New Jersey 07024
201-461-4580
www.bbqchicken.com
franchise@bbdotqusa.com

The franchise offered is for a quick service and express restaurant offering a menu specializing in fresh salads, premium sandwiches, chicken wings, grilled chicken, fried chicken proprietary sauces and spice mixes and sides such as calamari, waffle fries, and coleslaw, all under the name "bb.q Chicken" and operating using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos. A Mart is considered a Super Market or Super Shopping Center. If your restaurant is located in a Mart's food court, it will be an express restaurant.

The total investment necessary to begin operation of a bb.q Chicken quick service restaurant franchise is $375,000 to $788,000. This includes $94,000 to $188,000 which must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a bb.q Chicken express restaurant franchise is $255,000 to $493,000. This includes $94,000 to $138,000 which must be paid to the franchisor or its affiliate.

The total investment necessary to begin operation of a bb.q Chicken multi-unit operator business ranges from $447,000 to $860,500 for a required minimum of three bb.q Chicken restaurants to be developed. This includes $164,000 to $258,000 that must be paid to the franchisor or its affiliate.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 for you. To discuss the availability of disclosures in different formats, contact Hyongbong Kim at 2134 North Central Road, Fort Lee, New Jersey, 07024, and 201-461-4580.

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

Issuance Date: April 19, 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 D.
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 A 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 bb.q Chicken business in my area?	Item 12 and the "territory" provisions in the franchise agreement and multi-unit operator 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 bb.q Chicken franchisee?	Item 20 and Exhibit D list 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 that 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 you 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 State 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 agency information in Exhibit G.

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 Addendum. See the Table of Contents for the location of the State Specific Addendum.

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 multi-unit operator agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in New Jersey. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in New Jersey than in your own state.

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

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

4) **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

5) **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from $375,000 to $788,000. This amount exceeds the franchisor's stockholders' equity as of December 31, 2021, which is $2,100,435.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addendum" (if any) to see whether your state requires other risks to be highlighted.

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

The Franchisor

BBDOTQ USA, Inc. (referred to in this Disclosure Document as "we", "us", or "our" and where the context requires also includes our affiliates), was formed as a New Jersey corporation on August 19, 2014. Our principal place of business 2134 North Central Road, Fort Lee, New Jersey, 07024, and we do business under our corporate name and the Marks as described below. In this Disclosure Document, we refer to the person or entity that will be signing the Franchise Agreement (defined below) as "you", "your" or "franchisee," which includes all franchise owners and partners, if you are a corporation, partnership or other entity.

We do not own or operate any businesses of the type being franchised. We have not offered franchises in any other line of business and we do not engage in any other business activity. We began offering franchises in August 2014. We may elect to expand our franchise offerings to include our bb.q Chicken Premium Café and bb.q Chicken and Beer brands. Bb.q Chicken Premium Café and bb.q Chicken and Beer are restaurant concepts for which we own certain trademarks, trade names, logos, emblems and indicia of origin. Both these restaurants are similar in concept to bb.q Chicken.

Our agents for service of process are listed in Exhibit G.

We offer area representative opportunities in a separate Franchise Disclosure Document.

Our Parents, Predecessors and Affiliates

Our parent company is Genesis BBQ Global Co., Ltd, a restaurant franchisor and food distributor located at Jungdaero 64, Songpa-GU, Seoul Republic of Korea. Our parent is the owner of the Proprietary Marks (defined below) which it has licensed to us so that we may sub-license them to our franchisees.

We have no predecessors or affiliates. Through our subsidiaries, we have operated bb.q Chicken businesses similar to the franchise offered by this Disclosure Document. Our subsidiary currently owns and operates one bb.q Chicken business located in New York, and a second bb.q Chicken business is scheduled to open in 2022 also in New York.

Description of Franchise

We offer franchises for the right to establish and operate a full-service restaurant offering fresh salads, premium sandwiches, chicken wings, grilled chicken, deep fried chicken proprietary sauces and spice mixes and sides such as calamari, waffle fries and coleslaw, all under the name "bb.q Chicken " ("Restaurant" or "Franchised Business") (including express restaurant versions). The Restaurants operate under the trade name and mark "bb.q Chicken" and the additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin identified in Item 13. These principal marks and all other marks which may be designated by us in the future in writing for use with the System (defined below) are referred to in this Disclosure Document as the "Marks" or "Proprietary Marks".

The Franchised Businesses are operated under the Marks and the System in accordance with the terms of the Franchise Agreement. Restaurants are typically freestanding units or end units in shopping centers and will need approximately 1,000 to 2,600 square feet of space. Each Restaurant will offer dine-in and take out services, and your Restaurant may offer catering and/or delivery services only with our prior written consent.

We also offer an express Restaurant model. Express Restaurants will offer a more limited menu than a standard Restaurant and will be located primarily within marts, grocery stores and other similar venues. An express Restaurant will need less than 1,000 square feet of space. If your Restaurant is in a shopping mall but outside of the food court, it will be an express Restaurant.

The Restaurants are established and operated under a comprehensive and unique system (the "System"). The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items, including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; inventory, management and financial control procedures (including point-of-sale and tracking systems); training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and in our Confidential Operations Manual (the "Manual"), which you should expect to evolve over time, that are provided to you as a franchisee (described in Item 11).

Franchise Agreement

We offer the right to establish and operate a Restaurant under the terms of a single unit franchise agreement (the "Franchise Agreement") within a specific territory. Our current form of Franchise Agreement is Exhibit B to this Disclosure Document. You may be an individual, corporation, partnership or other form of legal entity. Under the Franchise Agreement, certain parties are characterized as Franchisee's Principals (referred to in this Disclosure Document as "your Principals"). The Franchise Agreement is signed by us, by you, and by your Principals. By signing the Franchise Agreement, your Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. Depending on the type of business activities in which you or your Principals may be involved, we may require your Principals to sign additional confidentiality and non-competition agreements.

You must designate a general manager who will be the main individual responsible for your business (the "General Manager"). We recommend, but do not require, that you be the General Manager. Your General Manager does not have to own an equity interest in you or the franchise. The General Manager must sign covenants to maintain the confidentiality of information he/she learns while employed as your General Manager, and your General Manager must sign non-competition covenants.

You must also designate one of your Principals as the operating principal for your Restaurant. Your operating principal will be our primary point of contact for matters related to your Restaurant, and we will rely on your operating principal to make decisions affecting your Restaurant. Your operating principal must work in the Restaurant on a full-time basis.

Multi-Unit Operator Agreement

In certain circumstances, we will offer the right to enter into a multi-unit operator agreement in the form attached as Exhibit C to this Disclosure Document (the "Multi-Unit Operator Agreement") to develop multiple franchised Restaurants to be located within a specifically described geographic area (the "Designated Area"). We will determine the Designated Area before you sign the Multi-Unit Operator Agreement and it will be included in the Multi-Unit Operator Agreement. You must establish a minimum of three Restaurants within the Designated Area according to a minimum performance schedule, and you must sign a separate Franchise Agreement for each Restaurant established under the Multi-Unit Operator Agreement.

The Franchise Agreement for the first Restaurant developed under the Multi-Unit Operator Agreement will be in the form attached as Exhibit B to this Disclosure Document, and we expect that you will sign the first Franchise Agreement at the same time you sign the Multi-Unit Operator Agreement. For each additional Restaurant developed under the Multi-Unit Operator Agreement, you must sign the form of Franchise Agreement that we are then offering to new franchisees, which may differ from the current form of Franchise Agreement included with this Disclosure Document. The size of the Designated Area will vary depending upon local market conditions and the number of Restaurants to be developed.

Market and Competition

The market for restaurants in general is well developed and intensely competitive. You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain restaurants, some of which may be franchise systems. We may establish other Restaurants in your area (if permitted under the Franchise Agreement) and/or sell or license others to sell products in your area. Also, we may sell products through the internet, toll-free telephone numbers, catalogs, or other similar means of distribution to customers at any location, which may be located in your area. See Items 12 and 16 for a description of your permitted activities and your rights, and our permitted and restricted activities and rights.

Industry Regulations

The restaurant industry is heavily regulated. A wide variety of Federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Restaurant, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of the Restaurant's premises; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and laws and regulations relating to access by persons with disabilities; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; available of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Restaurant and you should consider both their effect and costs of compliance.

Many of the laws, rules and regulations that apply to business generally, such as the Americans With Disabilities Act, Federal Wage and Hour Laws and the Occupational Safety and Health Act, also apply to restaurants. The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

In California local county health departments inspect restaurants and other retail food facilities to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods

in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your Restaurant, including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations, because they vary from place to place, can change over time and may affect the operation of your Restaurant. You should independently research and review the legal requirements of the food services industry with your own attorney before you sign any binding documents or make any investments.

You should consult with your attorney concerning local laws and ordinances that may affect the operation of your Franchised Restaurant. You must obtain any applicable real estate permits (such as zoning), real estate licenses, liquor licenses and operational licenses.

Each of your managers and other employees we designate must be ServSafe (or similar) certified.

ITEM 2
BUSINESS EXPERIENCE

HYONGBONG KIM Chief Executive Officer

Mr. Kim has been our CEO since August 2018. From May 2015 to July 2018, Mr. Kim was our General Manager. From June 2014 to April 2015, Mr. Kim was the General Operations Manager of Genesis BBQ Global in Seoul, South Korea. From January 2010 to May 2014, Mr. Kim was the Operations Manager of Genesis BBQ,Co. Ltd in Seoul, South Korea.

See Exhibit I for a list of our Area Representatives.

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

Franchise Agreement: You must pay us an initial franchise fee of $35,000 for the right to establish a single Franchised Business under a Franchise Agreement.

You must pay the initial franchise fee in full when you sign the Franchise Agreement. This fee is used in part for working capital and in part for profit. The initial franchise fee is imposed uniformly on all franchisees and is not refundable under any circumstances.

Grand Opening Marketing: You must conduct a grand opening marketing campaign that includes the elements we require. You must spend at least $10,000 on your grand opening marketing campaign. At our request, you must give the grand opening marketing money to us and we will conduct the grand opening marketing campaign on your behalf. If we collect this money from you, it is not refundable.

Equipment: You must pay us $50,000 to $130,000 if you will own a Restaurant, or $50,000 to $80,000 if you will own an express Restaurant, for all equipment used in the operation of your Restaurant. We will purchase your equipment for you from the suppliers we designate. This fee is not refundable.

Point-of-Sale (POS) System: You must pay us $4,000 to $8,000 for the POS System we require you to use at your Franchised Business. We will purchase the hardware for the POS System for you from the approved supplier. This fee is not refundable.

Training Fee: You must pay us a training fee of $5,000 which covers the first and second rounds of initial training for two individuals. Payment of the training fee is due to us before you attend the first round of training. This fee is not refundable.

Multi-Unit Operator Agreement: If you qualify to develop and operate multiple Restaurants, then you will pay to us a development fee equal to 100% of the initial franchise fee for each Restaurant you commit to develop under the Multi-Unit Operator Agreement. The initial franchise fee for each Restaurant you commit to develop under the Multi-Unit Operator Agreement will be $35,000. If you commit to develop the minimum of three Restaurants, the development fee is $105,000 ($35,000 x 3 = $105,000). We have the right to adjust this formula depending on the size of the area and the financial ability of the multi-unit operator. The development fee is fully earned by us when received and is not credited against any future fees payable by you under any Franchise Agreement or otherwise.

You will sign the Franchise Agreement for the first Restaurant at the same time you sign the Multi-Unit Operator Agreement. We will apply a portion of the development fee to pay the initial franchise fee in full for each Restaurant when you sign the Franchise Agreement for that Restaurant. The development fee is imposed uniformly on all multi-unit operators and is not refundable under any circumstances.

There are no other purchases from or payments to us that you must make before your Restaurant opens for business.

ITEM 6
OTHER FEES

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Royalty Fee [2]	5% of Gross Sales	Payable monthly on the 15th of each month (unless the 15th is not a business day, in which case it is due the next business day)	Royalty Fees are calculated based on Gross Sales for the previous month. Amounts due will be withdrawn by EFT from your designated bank account.

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Brand Development Fee [3]	2% of Gross Sales	This fee is payable at the same time and in the same manner as the royalty fee.	The brand development fund is described in Item 11.
Local Marketing [3]	2% of Gross Sales	Monthly	Payable to your local marketing suppliers. We recommend, but do not require, you conduct local marketing in your territory each month. Any marketing you wish to use must first be approved by us.
Cooperative Marketing [3] [4]	As determined by the members	As determined by the members	If a marketing cooperative is formed for your area, you must join the cooperative.
Initial Training (For New or Replacement Employees)	Our then-current per person training fee, plus expenses Current per person training fee = $500	Before training	If you request that we provide the first round of our initial training program to any additional employees, or to new or replacement employees during the term of your Franchise Agreement, you must pay our training fee as well as the trainees' expenses, including travel, lodging, meals and wages.
Additional On-Site Training / Remedial Training	Our then-current per person training fee, plus the trainer's expenses Current per person training fee = $500	When billed	If you request that we provide the second round of our initial training program for additional days at your Restaurant, or if as the result of an inspection or quality assurance audit we believe that remedial training is necessary, you must pay our per person fee for each person we train at your Restaurant, and you must reimburse our trainer's expenses, including travel, lodging and meals (You must provide lodging in three-star hotels and daily meals in the amount of $60.)

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Insufficient Funds Fee	$100 plus any fees our bank charges us	On demand, if incurred	Payable if there are insufficient funds in your account to pay fees due to us. If you incur three insufficient funds fees in any 12 months period, we have the right to terminate your Franchise Agreement
Interest	18% per annum or the highest interest rate allowed by applicable law, whichever is greater	On demand	Interest may be charged on all overdue amounts. Interest accrues from the original due date until payment is received in full
Audit Fee	Cost of audit (estimated to be between $1,000 and $5,000)	When billed	Payable only if we find, after an audit, that you have understated any amount you owe to us or Gross Sales by 2% or more. You must also pay the understated amount plus interest. This fee may be charged to you twice during the term of your Franchise Agreement. If it is discovered a third time that you have understated any amount owed, we may terminate the Franchise Agreement.
Prohibited Product or Service Fine	$500 each infraction	If incurred	In addition to other remedies available to us, you must pay this fine to us each time we cite you for use of prohibited products and/or services including, but not limited to, use of unapproved third-party delivery services, sales made through the internet or from a location other than your Restaurant, or sales of unapproved food or beverage products, or unapproved novelty items, clothing, and souvenirs.

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Transfer Fee (Franchise Agreement)	100% of our then-current initial franchise fee for a single unit franchise.	Upon completion of the transfer	No fee charged for a one-time transfer from individual(s) to a corporate entity formed for convenience of ownership of the franchise
Transfer Fee (Multi-Unit Operator Agreement)	$1,000 multiplied by the number of Restaurants to be developed under the Multi-Unit Operator Agreement.	Upon completion of the transfer	
Successor Agreement Fee	100% of our then-current initial franchise fee for a single unit franchise	Upon signing of successor Franchise Agreement	No successor agreement fee will be due for the first successor term of the Franchise Agreement
Inspection / Product and Supplier Evaluation	Reimbursement of our costs and travel expenses, (but not more than $1,500)	On demand	Payable if you request that we evaluate a product or supplier that we have not previously approved and that you want to use for your Restaurant.
Liquidated Damages	See footnote 5		
Costs and Attorneys' Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as attorneys' fees) in enforcing or terminating the agreement
Indemnification	Will vary under circumstances	On demand	You must reimburse us for the costs we incur if we are sued or held liable for claims that arise from your operation of the Franchised Business or for costs associated with defending claims that you used the trademarks in an unauthorized manner

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Repair, Maintenance, and Remodeling/ Redecorating	Will vary under circumstances, not to exceed $25,000	As incurred	Payable to approved suppliers. You must regularly clean and maintain your Restaurant and its equipment. We may require you to remodel or redecorate your Franchised Business to meet our then-current image for all Restaurants. We will not require you to remodel or redecorate your Restaurant more frequently than every five years
Charges for "mystery shopper" quality control evaluation	Up to $1,000	Annually	See Note 6. The mystery shopper program will be separate from our programs for customer surveys and customer satisfaction audits (which may require you to accept coupons from participating customers for discounted or complimentary items)
Gift Cards / Loyalty Cards	See note 7		
ServSafe / TIPS (or similar) Certification	$150 per person or the then-current market rate	As needed	Each of your managers and other employees we designate must be ServSafe / TIPS or similarly certified. Payable to an approved supplier
Insurance Premiums	Reimbursement of our costs, plus 10% administrative fee	On demand	If you do not maintain the required insurance coverages, we have the right (but not the obligation) to obtain insurance on your behalf
Management Fee	10% of Gross Sales, plus expenses	If incurred	We may step in and manage your Restaurant in certain circumstances, such as death, disability or prolonged absence. We will charge a management fee if we manage your Restaurant, and you must reimburse our expenses

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
POS Monthly Fee	Up to $158	Monthly	Payable to the approved supplier, Toast, for continued use of the POS system software.
POS System Help Desk Support	Up to $100	Monthly	Payable to us. Standard help desk support is included in the POS Monthly Fee, but if you require support above the standard level, we will provide it and you will pay this fee.
Quality Assurance Audits	$500 per violation assessed on the audit, plus the cost of the audit (estimated to be between $1,000 and $5,000)	On demand	We have the right to contract with a quality assurance auditing company to inspect your Restaurant, or we have the right to conduct quality assurance audits ourselves, to make sure you are operating according to our specifications and that the menu items sold at your Restaurant are up to our quality standards. The violation fees are payable to us. The cost of the audit may be payable to us as a reimbursement of our costs, or we require you to pay the costs directly to the quality assurance auditing company.
Website Maintenance Fee	$25 for the initial set-up of your Restaurant's page $50 each month after	Monthly	Payable to us for hosting of the website bbqchicken.com
Technology Fee	Up to $75	This fee is payable at the same time and in the same manner as the royalty fee.	We have the right to begin collecting this fee to offset technology related costs we incur, including those related to an intranet, franchisee portal, maintenance of our Website and similar items.

(1) Fees [1]	(2) Amount	(3) Due Date	(4) Remarks
Web Order Portal	$25	Monthly	Payable to approved supplier for maintenance and continued use of the online ordering portal. You must participate in our online ordering program using our Web Order Portal, and you must use this portal according to the guidance and specifications provided to you in the Manual.

Notes:

1. All fees described in this Item 6 are non-refundable. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us. Except as specifically stated above, the amounts given may be due to changes in market conditions, our cost of providing services and future policy changes. At the present time we have no plans to increase payments over which we have control.

2. For the purposes of determining the royalties to be paid under the Franchise Agreement, "Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the Restaurant, whether for cash or credit and regardless of collection in the case of credit, including, and including any third-party delivery fees. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point-of-sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

The royalty fee and brand development fee will be withdrawn from your designated bank account by electronic funds transfer ("EFT") on the 15th of each month based on the Restaurant's Gross Sales for the previous month. If you do not report the Restaurant's Gross Sales, we may debit your account for 120% of the last royalty fee and brand development fee that we debited. If the fees we debit are less than the fees you actually owe us, once we have been able to determine the true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the fees we debit are greater than the fees you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month.

If any state imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you.

3. We will establish and administer a brand development fund on behalf of the System (see Item 11) to provide national or regional creative materials for the benefit of the System.

4. Cooperatives will include all Restaurants in a designated geographic area, whether owned by us, or our franchisees. Each Restaurant has one vote in the cooperative. No Cooperatives have been established as of the date of this Disclosure Document.

5. If we terminate your Franchise Agreement for cause, you must pay us, within 15 days after the effective date of termination, liquidated damages equal to the average monthly royalty fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

6. We may use an independent service to conduct a "mystery shopper" quality control and evaluation program. You must participate in this program, and we may require that you pay the then-current charges imposed by the evaluation service (as we direct, either directly to the evaluation service provider or to us as a reimbursement).

7. We have the right to establish a gift card program and/or a loyalty card program. If established, you must participate in our gift card and loyalty card programs. Participation would include the initial startup costs, costs of the cards, service and transaction fees, and terminal fees.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR RESTAURANT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee (1)	$35,000	Lump Sum	When Franchise Agreement Signed	Us
Lease/Security Deposit, Utility Deposit (2)	$3,000 to $50,000	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements (3)	$200,000 to $400,000	As arranged	As arranged	Contractor
Signage (4)	$5,000 to $25,000	As arranged	As arranged	Suppliers
Furniture and Fixtures (5)	$30,000 to $40,000	As arranged	As arranged	Suppliers
Equipment (6)	$50,000 to $130,000	As arranged	As arranged	Us
Point-of-Sale System (7)	$4,000 to $8,000	As arranged	As arranged	Us
Business Licenses and Permits (8)	$500	As arranged	As arranged	Government Agencies
Professional Fees (9)	$1,000 to $5,000	As arranged	As arranged	Attorney, Accountant
Architectural/ Design Fees (10)	$5,000 to $20,000	As arranged	As arranged	Architect, Engineer, Designer

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Insurance – 3 Months [11]	$1,500 to $3,000	As arranged	As arranged	Insurance Companies
Inventory [12]	$5,000 to $15,000	As arranged	As arranged	Suppliers
Training Fee & Expenses [13]	$5,000 to $6,500	As arranged	As arranged	Us, Airlines, Hotels, Restaurants, etc.
Grand Opening Marketing [14]	$10,000	As arranged	As arranged	Suppliers or Us
Additional Funds – 3 Months [15]	$20,000 to $40,000	As arranged	As arranged	You Determine
Total [16]	**$375,000 to $788,000**			

YOUR ESTIMATED INITIAL INVESTMENT FOR EXPRESS RESTAURANT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee [1]	$35,000	Lump Sum	When Franchise Agreement Signed	Us
Lease/Security Deposit, Utility Deposit [2]	$3,000 to $20,000	As arranged	As arranged	Landlord, Utility Companies
Leasehold Improvements [3]	$100,000 to $200,000	As arranged	As arranged	Contractor
Signage [4]	$5,000 to $25,000	As arranged	As arranged	Suppliers
Furniture and Fixtures [5]	$10,000 to $30,000	As arranged	As arranged	Suppliers
Equipment [6]	$50,000 to $80,000	As arranged	As arranged	Us
Point-of-Sale System [7]	$4,000 to $8,000	As arranged	As arranged	Us
Business Licenses and Permits [8]	$500	As arranged	As arranged	Government Agencies
Professional Fees [9]	$1,000 to $5,000	As arranged	As arranged	Attorney, Accountant

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Architectural/ Design Fees [10]	$5,000 to $15,000	As arranged	As arranged	Architect, Engineer, Designer
Insurance – 3 Months [11]	$1,500 to $3,000	As arranged	As arranged	Insurance Companies
Inventory [12]	$5,000 to $15,000	As arranged	As arranged	Suppliers
Training Fee & Expenses [13]	$5,000 to $6,500	As arranged	As arranged	Us, Airlines, Hotels, Restaurants, etc.
Grand Opening Marketing [14]	$10,000	As arranged	As arranged	Suppliers or Us
Additional Funds – 3 Months [15]	$20,000 to $40,000	As arranged	As arranged	You Determine
Total [16]	**$255,000 to $493,000**			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment. All of our estimates assume that you will purchase the required items. Your costs may be lower if you choose to lease some items.

Notes:

1. ***Initial Franchise Fee***. The initial franchise fee is discussed in Item 5.

2. ***Lease/Security Deposit, Utility Deposit***. Our estimates assume that you will lease space for your Restaurant. Your Restaurant must be in a free-standing building or end cap of a shopping mall, and you will need approximately 1,000 to 4,000 square feet or less than 1000 Square feet in a Mart for the Express Restaurant. Our estimate includes three months of rent plus a utility deposit (for gas, electricity, water, etc.).

Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, your lease may require you to pay common area maintenance charges ("CAM Charges") for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Restaurant, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region.

If you choose to purchase real property on which to build your Restaurant, your initial investment will probably be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

3. ***Leasehold Improvements***. The cost of leasehold improvements will vary depending on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (including demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost of materials and labor, which may vary based on geography and location or whether you must use union labor for the build-out of your Restaurant. These figures are our principals' best estimate based on remodeling/finish-out rates in the Fort Lee, New Jersey area. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions and the condition of the space before you take possession of the premises. The low end of our estimate assumes that you have leased space that previously operated as a restaurant and that you will convert to a Restaurant. The high end of our estimate assumes that you have leased a "vanilla box" space and that more improvements are required. Our estimate does not include any tenant improvement allowance that you may negotiate.

4. ***Signage***. These amounts represent your cost for interior and exterior signage. Your landlord or your local ordinances may have different restrictions it places on interior and exterior signage which may affect your costs.

5. ***Furniture and Fixtures***. The furniture and fixtures you will need for your Restaurant include tables and chairs, antique bars, and stools; shelving for glassware, outdoor patio tables and chairs with permanent awning or umbrellas for each table (if applicable to your location).

6. ***Equipment***. The equipment you will need for your kitchen includes freezers, refrigerators, range with oven, mixer, metal tables, a small table mixer, a commercial dishwasher system, three compartment sinks, a hand washing sink, and a small ice maker. The equipment you will need for the rest of your Restaurant includes crêpe makers, espresso machine, hot water dispenser, refrigerators, freezer, soup warmers, hand sink, three compartment small bar sink, ice maker, metal tables and small wares.

7. ***Point-of-Sale System***. You must use the point-of-sale system that we specify, and you must purchase the hardware for at least one terminal. The point-of-sale system is described in Item 11. The high estimate includes the cost of maintenance contract which is approximately $500 annually.

8. ***Licenses and Permits***. These are estimates of the costs for obtaining local business licenses which typically remain in effect for one year. These figures do not include occupancy and construction permits which are included in the blueprints estimate. The cost of these permits and licenses will vary substantially depending on the location of the Franchised Business. We strongly recommend that you verify the cost for all licenses and permits required in your jurisdiction before signing the Franchise Agreement. Our estimate does not include the cost of an outdoor seating permit. If your Restaurant will offer outdoor seating, your local ordinances may require that you have a special permit.

9. ***Professional Fees***. We strongly recommend that you engage an accountant and a franchise attorney to advise you in your evaluation of the franchise we are offering.

10. ***Architect/Design Fees***. These are the estimate of your costs to obtain architectural and design services necessary for the construction of the Restaurant. We must approve of your construction plans before you begin to build out the Restaurant, and we have the right to inspect the Restaurant during its build-out to make sure that construction is being done according to the plans we approved and our specifications. We have the right to require you to use our designated architect/designer.

11. ***Insurance***. These figures are estimates of the cost of the quarterly premiums for the insurance you must obtain and maintain for your Restaurant, as described in Item 8. Insurance premiums

may be payable monthly, quarterly, semi-annually or annually, based on the insurance company's practices and your creditworthiness.

12. ***Inventory***. These amounts represent your initial inventory of food and beverage supplies, paper products, cleaning materials and supplies.

13. ***Training Fee & Expenses***. The first round of initial training will be held at our head office and will last for five days (four nights). The second round of initial training will be held on-site at your Restaurant for two weeks. The training fee of $5,000 includes both the first and second rounds of initial training for two trainees. In addition to the training fee (which is paid to us), you will pay the living expenses for your trainees to attend training, including travel, lodging, meals and applicable wages. The high-end of this estimate includes an estimate for these out-of-pocket costs. These amounts do not include any fees or expenses for training additional personnel. Your out-of-pocket costs may vary depending on your mode of transportation, and your selection of lodging and dining facilities.

14. ***Grand Opening Marketing***. You must conduct a grand opening marketing campaign. We have the right to approve all advertisements and promotional materials used in your grand opening marketing campaign, and your campaign must be conducted in the initial 60 days of operation. We may designate a different time period for you to conduct the grand opening marketing. Your grand opening marketing campaign must include giveaways of food samples and other promotion as we require, and we must approve of your grand opening marketing campaign before it is conducted. At our request, you must give the grand opening marketing money to us and we will conduct the grand opening marketing campaign on your behalf.

15. ***Additional Funds***. You will need capital to support ongoing expenses, such as payroll, utilities, rent, royalty fees and brand development fees, if these costs are not covered by sales revenue for your first three months of operation. New businesses often generate a negative cash flow. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

16. ***Total***. Your actual costs may vary greatly and will depend on factors such as the size and condition of the space and cost to convert to a Restaurant, your management skill, experience and business acumen; local economic conditions; the local market for the Restaurant's products; the prevailing wage rate; competition; and the sales level reached during the start-up phase. These amounts do not include any estimates for debt service. These are only estimates, and your costs may vary based on actual rental prices in your area, and other site-specific requirements or regulations. The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.

We have not included a separate line item if you are authorized to provide catering services, because approval to offering catering will only be granted by us after your Restaurant has been in operation for a period of time and if you meet our requirements.

* * * * *

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT OPERATOR – DEVELOPMENT OF THREE RESTAURANTS

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Fee (1)	$105,000	Lump Sum	On signing Multi-Unit Operator Agreement	Us
Vehicle – 3 Months (2)	$2,000 to $2,500	As Arranged	As Incurred	Suppliers
Other Expenditures for First Restaurant (3)	$340,000 to $753,000	See First Table	See First Table	See First Table
Total	**$447,000 to $860,500**			

In general, none of the expenses listed in the above chart are refundable. We do not finance any portion of your initial investment.

Notes:

1. ***Development Fee***. This fee is discussed in Item 5. Our estimate assumes you will develop the minimum of three Restaurants.

2. ***Vehicle***. We anticipate that you will need a vehicle to view potential sites and to oversee the build-out of the Restaurant. Our estimate includes three months of expenses for gas, maintenance and vehicle payments.

3. ***Other Expenditures for First Restaurant***. These are the estimates to build-out your first Restaurant. Costs associated with building out additional Restaurants are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease and install all fixtures, furnishings, equipment (including point-of-sale system), décor items, signs and related items we require, all of which must conform to the standards and specifications stated in our Manual or otherwise in writing, unless you have first obtained our written consent to do otherwise. You may not install or permit to be installed on the Restaurant premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications.

To make sure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the Manual or otherwise in writing. You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies and paper goods that meet our

standards and specifications. All menu items must be prepared in accordance with the recipes and procedures specified in the Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first. We can, and expect to, modify our standards and specifications as we deem necessary. We will provide you notice in the Manual or otherwise in writing (such as via email) of any changes in our standards and/or specifications.

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications. In addition to any other remedies we may have, we may require you to reimburse our costs for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications.

You must obtain all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point-of-sale system and communication systems), and other products used or offered for sale at the Restaurant solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications.

A complete list of our approved products and suppliers will be included in the Manual and is subject to change over time. We will provide you notice in the Manual or otherwise in writing (such as via email) of any changes to the lists of approved products and approved suppliers. We have the right to designate ourselves as approved suppliers in the future. If we are an approved supplier, we have the right to earn a profit on the sale of items to our franchisees. None of our officers has an ownership interest in any approved supplier. If it is discovered that you are not using designated or approved suppliers for your purchases of products used in the operation of your Franchised Business, or if you are not using designated or approved products, we will have the right to terminate your Franchise Agreement upon notice to you.

Designated Suppliers You must purchase products from or use the services of the following designated suppliers in the following categories:

Poultry:
Shamrock Foods
12400 Riverside Drive
Eastvale, California 91752
Phone: 714-394-1479
Web: www.shamrockfoodservice.com

or

Sysco Corporation
1032 Baugh Road
Selma, North Carolina 27576
Phone: 866-755-5060
Web: www.sysco.com

or

Gordon Food Service
405 North Racine Avenue, Suite 107B
Chicago, Illinois 60642

Phone: 800-968-6437

Equipment:

You are required to purchase, from us, all the equipment you are required to use and will need in the operation of your Restaurant. We purchase all equipment on your behalf from the following designated suppliers:

Map Restaurant Supply
358-360 South Street
Newark, New Jersey 07105
Phone: 973-578-4411
Web: www.maprestsupply.com

or

Action Sales
415 South Atlantic Boulevard
Monterey Park, California 91754
Phone: 626-308-1988
Web: www.actionsales.com

We have the right to earn a profit for purchasing your equipment for your Restaurant on your behalf. For the fiscal year ended December 31, 2021, we earned $1,004,846, or 4.4% of our total revenue, through equipment purchases with designated suppliers made on behalf of our franchisees.

If you wish to purchase, lease or use any products that we have not previously approved, or purchase or lease from a supplier we have not previously approved, you must submit a written request for approval or you must request the supplier to do so. You must reimburse our travel charges and costs related to our testing and inspection (not to exceed $1,500). We must approve any supplier in writing before you make any purchases from that supplier. We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing. We have the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you in writing within 30 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier. We are not required to make available to you or to any supplier our criteria for product or supplier approval. We are not obligated to approve any specific product or supplier if we believe that approval of that product or supplier is not in the best interests of the System. We may revoke our prior approval of any product or supplier at any time, and after your receipt of written notice from us regarding our revocation you must stop using that product or stop purchasing from that supplier.

If we permit you to provide catering and/or delivery services, we have the right to require you to have temporary signage or "wraps" placed on each delivery vehicle. We expect that all delivery vehicles will be kept clean, in good working order and properly insured. You must require that each person providing those services comply with all laws, regulations and rules of the road and use due care and caution operating and maintaining the motor vehicles. Except as described in this paragraph, we do not have any standards or exercise control over any motor vehicle that you use. You are required to offer delivery from your Restaurant through third-party delivery services, and only through the third-party delivery services approved by us and listed in our Manual. If you provide delivery using a third-party service that is not

approved by us and is not listed in our Manual, you will be charged our prohibited product or service fine. Continued use of unapproved third-party delivery services will be a default under the Franchise Agreement.

We may develop for use in the System certain products which are prepared from confidential proprietary recipes and other proprietary products which bear the Marks. Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products. Therefore, you will use only our proprietary recipes and other proprietary products and will purchase those items solely from us or from a source designated by us for all of your inventory of those products. Currently we are not an approved supplier of any products or services to our franchisees.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives in which you must participate. When determining whether to grant new, additional or successor franchises, we consider many factors, including your compliance with the requirements described in this Item 8, but your compliance with these requirements does not automatically give you the right to an additional or successor franchise.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Restaurants in our System. We may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Restaurants.

We may receive payments or other compensation from approved suppliers on account of the suppliers' dealings with us, you, or other Restaurants in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. For the fiscal year ended December 31, 2021, we earned $6,065,942, or 26.9% of our total revenue, from approved suppliers based on their sales of poultry products to our franchisees, $92,560 of which was earned from the sales of poultry from our designated supplier, Shamrock Foods.

We estimate that your purchases from us or approved suppliers, or that must conform to our specifications, will represent approximately 80% to 90% of your total purchases in establishing the Restaurant, and approximately 80% to 90% of your total purchases in the continuing operation of the Restaurant.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Restaurant) and other items we designate must bear the Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use. Any advertising and promotional materials you submit to us for our review will become our property.

You must obtain our acceptance of the site for the Restaurant before you acquire the site. You must also obtain our acceptance of any contract of sale or lease for the Restaurant before you sign the contract or lease. We have the right to require you to use a real estate broker to assist you in finding a location for your Restaurant, and we may require you to use a designated supplier to assist you with lease negotiations.

You must provide us with a copy of the fully signed lease for the Restaurant premises. We may require you and your landlord to sign a Collateral Assignment of Lease which permits us to assume your lease in certain circumstances, including the termination or expiration of your Franchise Agreement (Attachment 2 to the Franchise Agreement).

Your Restaurant must be constructed according to plans that we have approved. We will provide you with sample plans and specifications for a Restaurant, and we have the right to designate the architect/designer that you must use. We also have the right to approve the contractor you select. You must arrange for construction plans to be created that incorporate our requirements into the size and shape of the approved site for your Restaurant. You may not use the plans or begin building out your Restaurant until we have approved the construction plans, and any changes to the construction plans must also be approved by us before the change may be implemented. Our review is not meant to assess compliance with any applicable laws, regulations or building codes. Our review is only to verify that the construction plans accurately present our trade dress, the Marks and meet our specifications. We have the right to inspect your Restaurant while it is being constructed.

Before you open the Restaurant for business, you must obtain the insurance coverage for the Restaurant that is required by the terms of your lease and applicable law, and that we specify in the Manual or otherwise in writing. Your insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable to us and having a rating of at least "A-VII" with A.M. Best Company. All insurance must be on an "occurrence" basis. Currently you must maintain the following insurance:

- General Liability - $1,000,000 per occurrence, $2,000,000 aggregate
- Products Liability/Completed Operations - $1,000,000 per occurrence, $2,000,000 aggregate
- Personal/Advertising Liability - $1,000,000
- Fire Legal Liability - $300,000
- Property Insurance – 100% replacement cost value of all business personal property and leasehold improvements
- Spoilage - $10,000
- Business Income & Extra Expense – no less than 50% of annual gross sales
- Auto Liability - $1,000,000 Combined Single Limit for all owned, hired and non-owned vehicles
- Umbrella Liability - $1,000,000 aggregate
- Workers' Compensation – Statutory by state and Employers' Liability of $1,000,000 by disease/by accident/each employee
- Employment Practices Liability - $1,000,000 aggregate
- Food Borne Illness - $250,000 for business income from contamination event
- Cyber Liability - $500,000 for data breach and identity theft
- Any other insurance required by the terms of the lease or mortgage for your Restaurant and any other insurance we may require in the future

All insurance policies, except for workers' compensation, must name us, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds. Also, all insurance policies we require must expressly provide that no less than 30 days' prior written notice will be given to us in the event of a material alteration to or cancellation of the policies. You must provide us with a certificate of insurance showing that you have obtained the required policies no later than 10 days before your Restaurant opens and upon each policy's renewal. We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance. We have the right to change our insurance requirements during the

term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes. If you do not obtain any insurance as required, we have the right (but not the obligation) to purchase insurance on your behalf and you must reimburse our costs related to this purchase plus an administrative fee.

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.

In the table below, the following abbreviations have these meanings: FA means the Franchise Agreement and MUOA means the Multi-Unit Operator Agreement.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/ lease	FA – Section 2 MUOA – Section 3	Items 8 and 11
b. Pre-opening purchases/leases	FA – Sections 6, 7 and 8	Items 5, 6, 7, 8 and 11
c. Site development and other pre-opening requirements	FA – Section 2	Items 1, 8 and 11
d. Initial and ongoing training	FA – Section 6	Items 5, 6 and 11
e. Opening	FA – Section 6	Items 5, 6 and 11
f. Fees	FA – Sections 4 and 8 MUOA – Sections 2 and 3	Items 5 and 6
g. Compliance with standards and policies/Manuals	FA – Sections 2, 3, 6, 8, 9, 10, 11 and 12	Items 11 and 14
h. Trademarks and proprietary information	FA – Sections 9 and 10 and Attachment 4 MUOA – Section 7	Items 11, 13 and 14
i. Restrictions on products/services offered	FA – Section 7 MUOA – Section 7	Items 8 and 16
j. Warranty and customer service requirements	FA – Section 7	Item 8
k. Territorial development and sales quotas	MUOA – Section 3	Item 12
l. Ongoing product/service purchases	FA – Section 7	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	FA – Sections 2, 7 and 14	Items 8 and 11
n. Insurance	FA – Section 12	Items 7 and 8

Obligation	Section in Agreement	Disclosure Document Item
o. Advertising	FA – Section 8	Items 6, 8 and 11
p. Indemnification	FA – Section 15 MUOA – Section 14	Item 6
q. Owner's participation/ management/staffing	FA – Sections 6, 14, 15 and 19 MUOA – Section 7	Items 1, 11 and 15
r. Records and Reports	FA – Sections 4, 7 and 11	Item 6
s. Inspections and audits	FA – Sections 2, 7 and 11 MUOA – Section 12	Items 6, 8 and 11
t. Transfer	FA – Section 14 MUOA – Section 11	Items 6 and 17
u. Renewal	FA – Section 3 MUOA – Section 5	Items 6 and 17
v. Post-termination obligations	FA – Section 18 MUOA – Section 10	Items 6 and 17
w. Non-competition covenants	FA – Section 10 and Attachment 4 MUOA – Section 12	Item 17
x. Dispute Resolution	FA – Section 19 MUOA – Section 19	Items 6 and 17
y. Liquidated Damages	FA –Section 18	Item 6
z. Guaranty	FA - Section 6 and Attachment 8	Item 15

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, BBDOTQ USA, Inc., is not required to provide you with any assistance.

Pre-Opening Obligations

Multi-Unit Operator Agreement: Under the Multi-Unit Operator Agreement, we or our area representative, if there is one for your area, will provide you with the following assistance:

1. We will grant to you rights to a Designated Area within which you will establish and operate an agreed-upon number of Restaurants under separate Franchise Agreements (Multi-Unit Operator Agreement – Section 1.1).

2. We will review the information regarding potential sites that you provide to us to determine whether the sites meet our standards and criteria for a Restaurant and, if the site meets our criteria, accept the site for a Restaurant (Multi-Unit Operator Agreement – Section 8.1).

3. We will provide you with standard specifications and layouts for building and furnishing the Restaurant (Multi-Unit Operator Agreement – Section 8.2).

4. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications (Multi-Unit Operator Agreement – Section 8.3).

5. We will provide other resources and assistance as may be developed and offered to our multi-unit operators (Multi-Unit Operator Agreement – Section 8.4).

Franchise Agreement: Before the opening of a Restaurant, we or our area representative, if there is one for your area, will provide the following assistance and services:

1. Our written site selection guidelines and the site selection assistance we deem advisable. (Franchise Agreement, Section 5.1.) We will also describe your designated territory when we have accepted your proposed location.

2. If we deem it necessary during the time of construction and we are not satisfied with your progress reports, one on-site evaluation of the proposed site for your Restaurant to evaluate the progress of the construction. (Franchise Agreement, Section 2.5.)

3. Standard specifications and layouts for building and furnishing the Restaurant, which you will use to have site plans and build-out plans prepared, at your expense. (Franchise Agreement, Section 5.3.) We have the right to require you to use the architect/designer we designate and to inspect your Restaurant during its construction.

4. On loan, our Manual, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.4 and 10.1.) We may provide all or a portion of the Manual to you electronically, such as via a password-protected website.

5. A list of approved products and suppliers, which we may revise during the term of your Franchise Agreement. (Franchise Agreement, Sections 5.9 and 7.4.)

6. The first round of our initial training program at our headquarters for two people. (Franchise Agreement, Sections 5.10 and 6.5.)

7. One of our representatives to provide the second round of initial training for two people on-site at your Restaurant for two weeks. The second round of initial training will provide opening assistance and training around the opening of your Restaurant. If you request additional days of on-site assistance, you must reimburse our costs for the additional days and the additional out-of-pocket expenses our representative incurs. You must pay our per person training fee for each individual who participates in this additional training.. (Franchise Agreement, Section 6.5.)

Continuing Obligations

Franchise Agreement: During the operation of a Restaurant, we or our area representative, if there is one for your area, will provide the following assistance and services:

1. Marketing and promotional materials for in-store marketing and local marketing for the Restaurant at a reasonable cost to you. (Franchise Agreement, Section 5.6.)

2. Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Restaurant, including new developments and improvements in equipment, food products, packaging and preparation. (Franchise Agreement, Section 5.7.)

3. Training programs and seminars and other related activities regarding the operation of the Restaurant as we may conduct for you or Restaurant personnel generally, which may be mandatory for your Operating Principal, General Manager and other Restaurant personnel. (Franchise Agreement, Section 6.5.)

4. At your request, additional on-site training or assistance at your Restaurant. You must pay our per diem fee for each trainer providing the training and you must reimburse our expenses. (Franchise Agreement, Section 6.5.)

5. Administration of the brand development fund. (Franchise Agreement, Section 8.3.)

6. Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts) if you and your Principals have fully complied with the terms of the Franchise Agreement. (Franchise Agreement, Section 9.4.)

7. Designate the maximum prices you may charge for certain menu items, as permitted by applicable law. (Franchise Agreement, Section 7.15.) You understand that by following our pricing requirements we are not guaranteeing that you will achieve any specific level of sales or profitability.

Grand Opening Marketing: You must conduct a marketing campaign announcing the grand opening of your Restaurant, and you must spend at least $10,000 for this campaign. Your grand opening marketing campaign must be conducted in the initial 60 days of operation. We may designate a different time period for you to conduct the grand opening marketing. Your grand opening marketing campaign must include giveaways of food samples and other promotions, as we require, and we must approve of your grand opening marketing campaign before it is conducted. At our request, you must give us the money for your grand opening marketing campaign, and we will conduct the campaign on your behalf.

Brand Development Fund: We have the right to establish and administer a brand development fund (the "Fund") to advertise the System and the products offered by Restaurants on a regional or national basis. You must contribute 2% of the Restaurant's Gross Sales each month to the Fund, and your Fund contribution will be paid to us at the same time and in the same manner as the royalty fee. Since the Fund was not established during the fiscal year ended December 31, 2021, no monies have been spent by the Fund.

The Fund is maintained and administered by us or our designee as follows:

1. We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. Marketing and promotional materials may be developed in-house by us or we may employ one or more advertising agencies to develop these materials. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Restaurants operating under the System. We may use monies from the Fund to support our website and to conduct social media initiatives. Any Restaurants operated by us will contribute to the Fund on the same basis as you. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to

your contribution or make sure that any particular franchisee benefits directly or pro rata from the placement of advertising. We are not obligated to spend any amount on advertising in your area or territory separate from the Fund.

2. The Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; menu and product development; development and maintenance of our website; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All sums you pay to the Fund will be accounted for separately from our general funds. We may reimburse ourselves out of the Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Fund and advertising programs for you and the System. The Fund and its earnings will not otherwise benefit us except that any resulting technology and intellectual property shall be deemed our property. The Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above. Any sums paid to the Fund that are not spent in the year they are collected will be carried over to the following year. No portion of the Fund will be used for advertising that is primarily a solicitation of franchise sales.

3. We will prepare an annual statement of the operations of the Fund that will be made available to you by written request. We are not required to have the Fund statements audited.

4. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. The Fund will not be terminated until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Fund, we have the option to reinstate it at any time and it will be operated as described above.

5. Money in the Fund can be used to produce commercials and ad layout templates that you must adapt for your Restaurant and may use in local marketing, at your expense. The Fund may also develop new menus and table tents for use by all Restaurants in the System, and we may designate that our approved supplier will automatically ship these items to you, at your expense, when they are to be used.

6. We are not a fiduciary of the Fund.

Local Marketing: We recommend, but do not require, you conduct local marketing in your designated territory. We recommend you spend at least 2% of Gross Sales each month on local marketing for your Restaurant. If you conduct local marketing, and if we request it, you must provide us with proof of your local marketing expenditures, including verification copies of the advertisements, within 30 days of our request.

We must approve all marketing materials before you use them. You must not advertise or use our Marks in any fashion on the internet, world wide web or via other means of advertising through telecommunication without our express written consent.

Any marketing that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12-month period must be submitted to us for our review no later than 10 days before you intend to use it. Unless we provide our specific disapproval of the proposed materials, the materials are deemed approved. Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials.

We have the right to require you to include certain language in your local marketing, such as "Franchises Available" and our website address and phone number.

Cooperative Marketing: We may designate any geographic area in which two or more Restaurants are located as a region for purposes of establishing a marketing Cooperative, or we may approve of the formation of a Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Restaurants, whether operated by us, or our franchisees. We have the right to dissolve, merge or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purposes of administering marketing programs and developing promotional materials for use by the members in local marketing, subject to our approval as described above. If a Cooperative has been established for a geographic area where your Restaurant is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative. If the Cooperative will operate according to written documents, we must approve of these documents, and a copy of the Cooperative documents applicable to the geographic area in which your Restaurant will be located will be provided to you if you request it. You will not have to participate in more than one Cooperative.

The payments you make to a Cooperative may be applied by you toward your local marketing. If the amount you contribute to a Cooperative is less than we recommend you spend on local marketing, you may still spend the difference locally. By vote of the members, the members will determine the amount that each member must contribute to the Cooperative. All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any. The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval. Currently there are no Cooperatives in the System. The Cooperative is not required to prepare an annual financial statement.

We are not a fiduciary of any funds or accounts established in connection with the Cooperative.

Website / Intranet: Websites (as defined below) are considered as "advertising" under the Franchise Agreement and are subject (among other things) to our review and prior written approval before they may be used (as described above). As used in the Franchise Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communication software that you operate or authorize others to operate and that refers to the Restaurant, Proprietary Marks, us, or the System. The term Website includes internet and world wide web home pages.

In connection with any Website, the Franchise Agreement states that you may not establish a Website related to the Proprietary Marks or the System, nor may you offer, promote, or sell any products or services, or make any use of the Marks, through the internet without our prior written approval. As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the internet will be through one or more web pages that we establish on our Website, and you are required to pay any fees for the maintenance of your web pages on our Website.

We will have the right to establish a website or other electronic system providing private and secure communications (such as an intranet) between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to the intranet in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of the intranet that you must acknowledge and/or sign.

You are strictly prohibited from promoting your Restaurant or using the Marks on any social and/or networking Websites, such as Facebook, LinkedIn, Pinterest, Instagram or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards

regarding the use of social media in your Restaurant's operation, including prohibitions on your and the Restaurant's employees posting or blogging comments about the Restaurant or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We have the right to conduct collective/national campaigns via local social media on your behalf.

Advisory Council: We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Restaurants, advertising conducted by the Fund, and any other matters that we deem appropriate. If an advisory council is formed, it will act solely in an advisory capacity, and will not have decision making authority. We will have the right to form, change, merge or dissolve any advisory council.

If formed, an advisory council will be comprised of our representatives and franchisee representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. If you participate on an advisory council, you will pay any expenses you incur related to your participation, such as travel and living expenses to attend council meetings.

Site Selection: You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Restaurant and for constructing and equipping the Restaurant at the accepted site. You will select the site for the Restaurant subject to our acceptance and using our site selection criteria. Before you lease or purchase the site for the Restaurant, you must locate a site that satisfies our site selection guidelines. If we deem it necessary, we will conduct one on-site evaluation, but before we conduct the evaluation you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. We have the right to approve deviations from our site selection standards based on the individual factors and components of a particular site.

You must submit to us information and materials relating to the proposed site for our review no later than 60 days after you have signed the Franchise Agreement. We will have 30 days after we receive this information and materials from you to accept or decline the proposed site as the location for your Franchised Business. If we do not provide our specific acceptance of a proposed site, the site is deemed not accepted. We do not warrant or guarantee that your Restaurant will be successful at any site that we accept. Our acceptance only means that the site meets our minimum requirements for a Restaurant, subject to any deviation from our standards as we may permit.

In the event we do not approve a proposed site by written notice to you within 30 days, such site will be deemed disapproved by us. If we cannot agree on a proposed site, we may elect to terminate the Franchise Agreement and keep the entire initial franchise fee.

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable. Our criteria for site selection include location of the site and its setting (free-standing building, shopping center, downtown location, etc.); availability of parking; visibility from main roads; availability, size and placement of signage; co-tenants in the shopping center or immediate area; accessibility to the site; condition of the premises and how much build-out or construction it will need; proximity to competitive businesses; and availability of utilities. We will use these and other factors in determining the suitability of your proposed site for Franchised Business. Once the location for your Restaurant has been determined, your Restaurant may not be relocated without our prior written consent. There are no fees for relocating your Restaurant. You must provide us with a copy of the signed

lease for your Restaurant location within 90 days after you have signed the Franchise Agreement, failure to do so may result in the termination of your Franchise Agreement.

Opening: We estimate that the time from the Franchise Agreement is signed to the opening of the Restaurant will be approximately nine months. Your total timeframe may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Restaurant, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Restaurant, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Restaurant, including purchasing inventory and supplies. You must open the Restaurant and begin business within six months after we have accepted the location for your Restaurant. If you are not able to open your Restaurant within this period, we have the right to terminate your Franchise Agreement or, in our discretion, we may extend the period of time for you to open. You may not open your Restaurant for business until we have approved you to do so.

We will purchase all equipment, including the POS System hardware, that you are required to use in the operation of your Restaurant on your behalf. We do not deliver and install equipment at your Restaurant, but we do install the POS System hardware at your Restaurant for you. We do not provide any other assistance with equipment, signs, fixtures, opening inventory and supplies.

If you are a multi-unit operator, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Operator Agreement. We will approve or disapprove the location of future units and any territories for those units using the then-current standards for sites and territories. The timeframe for acquiring suitable locations and for opening future units after acquiring the location is the same as for an individual franchisee. Each Restaurant you develop under the Multi-Unit Operator Agreement must be open and operating according to your minimum performance schedule.

Training: No later than 30 days before the date the Restaurant begins operation, two trainees (one of whom must be you, your Operating Principal or your General Manager) must have completed, to our satisfaction, the first round of our initial training program. We will conduct this training at our corporate headquarters, at one of the Restaurants in the vicinity of Fort Lee, New Jersey, or at another location we designate. The first round of our initial training program lasts for five days (four nights). Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Restaurants being opened and the timing of the scheduled openings of Restaurants.

We will provide instructors and training materials for two trainees (the cost of which is included in the training fee you will pay to us). You may also have additional personnel attend this first round of training, at your expense. We will determine whether your trainees have satisfactorily completed initial training. If you, your Operating Principal or the General Manager do not satisfactorily complete the initial training program or if we determine that these persons cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open your Restaurant. If the replacement Operating Principal or General Manager cannot complete the initial training program to our satisfaction, we have the right to terminate your Franchise Agreement.

The instructional materials used in the initial training program include our Manual, marketing and promotion materials, and any other materials that we believe will be beneficial to our franchisees in the training process.

Any manager subsequently designated by you must also receive and complete the initial training program to our satisfaction, even if this requires sending that manager to our headquarters training program,

at your expense. We have the right to charge a reasonable fee for this training. The training schedule is as follows:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE- JOB TRAINING	LOCATION
Business Training at our Offices	40		
Introduction	1	0	Fort Lee, NJ
Personnel	1	0	Fort Lee, NJ
Customer Relations	1	0	Fort Lee, NJ
Management	4	0	Fort Lee, NJ
Daily Operations Procedures	2	0	Fort Lee, NJ
Marketing	2	0	Fort Lee, NJ
Financial Reporting	2	0	Fort Lee, NJ
Kitchen Training	12	0	Fort Lee, NJ
In-Store Training at your Restaurant		80	
Kitchen Training	0	64	Your restaurant
Service Training	0	8	Your restaurant
Store Operation Training	0	8	Your restaurant

All training is currently conducted by Hyongbong Kim, our CEO and our area representatives. Each of our instructors has at least three years of experience with us and relevant to the subjects they are teaching.

If you are purchasing a Restaurant from an existing bb.q Chicken franchisee, your on-site training may be conducted by the existing franchisee on our behalf. This training will generally be conducted within two weeks prior to the transfer of the Franchised Business to you, and two weeks after the transfer.

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to

a specific franchisee and its personnel may vary based on the individual needs and/or experience of those persons being trained.

We may choose to hold an annual meeting of our franchisees to provide additional training, introduce new products or changes to the System, or for other reasons. We may designate that attendance at an annual meeting is mandatory for you, your Operating Principal, your General Manager and/or other Restaurant personnel. We do not anticipate charging a fee to attend the meeting, but you will pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages. We will designate the location of any franchisee meeting, such as a resort hotel, but we will not designate an unreasonably expensive site. We anticipate that attendance at a franchisee meeting will not last longer than three days in any calendar year.

We may also choose to hold refresher training courses, and we may designate that attendance at refresher training is mandatory for you, your Operating Principal, General Manager and/or other Restaurant personnel. We do not anticipate charging a fee for refresher training, but you will pay for all of the expenses incurred by your trainees, including travel, lodging, meals and wages. We anticipate that any refresher or additional training will not last longer than five days in any calendar year.

In addition to our initial training program, you, your managers and any other personnel we designate must be ServSafe / TIPS certified or other similar certifications. The cost of these certifications is not included in the initial franchise fee and we do not provide certification. You may need to receive periodic additional training and/or certification.

Confidential Operations Manual: The Table of Contents for our Manual is attached to this Disclosure Document as Exhibit E. Our Manual contains approximately 240 pages.

Computer and Point-of-Sale Systems: You must purchase or lease and use certain point-of-sale systems, computer hardware and software that meet our specifications and that are capable of electronically interfacing with our computer system. The computer system will provide sales tracking information, inventory management, business reports, labor and scheduling management, order processing and credit card processing.

You must purchase and use only the POS System we have approved. Currently, we require use of the Toast POS System. We are the approved supplier for the POS System hardware. You will pay us for the hardware for your POS System, which we will purchase from Toast on your behalf. You must purchase the hardware for at least one terminal for use at your Franchised Business. We expect the point-of-sale system hardware for one terminal will cost approximately $4,000. You must purchase a maintenance contract for your point-of-sale system, which we anticipate will cost approximately $500 annually (this amount is included in the POS System expenditure disclosed in the Item 7 Table). You must obtain any upgrades and/or updates to the software used with the point-of-sale system, at your expense. In addition, we may require you to update and/or upgrade all or a portion of your point-of-sale system during the term of your Franchise Agreement, at your expense. The Franchise Agreement does not limit our ability to require you to update and/or upgrade your point-of-sale system or the cost of any update and/or upgrade. We are not responsible for providing you with any upgrades, updates or maintenance for your point-of-sale system.

The computer system is designed so we will have independent access to the information monitored by the system, and there is no contractual limitation on our access or use of the information we obtain. You must install and maintain equipment and you must obtain and maintain internet access or high-speed telecommunication lines in accordance with our specifications to permit us to access the computer system (or other computer hardware and software) either electronically or at the Restaurant premises. This will

permit us to electronically inspect and monitor information concerning your Restaurant's Gross Sales and any other information that may be contained or stored in the equipment and software. You must make sure that we have access at the times and in the manner we specify, at your cost. It will be a material default under the Franchise Agreement if you do not maintain the equipment, lines and communication methods in operation and accessible to us at all times throughout the term of the Franchise Agreement. We must have access at all times and in the manner we specify.

ITEM 12
TERRITORY

Franchise Agreement: Your Franchise Agreement will specify the site or address that will be the accepted location for your Restaurant (the "Accepted Location"). Your Franchise Agreement may also specify your territory (the "Designated Territory"). The size and scope of the Designated Territory will be contained in the Franchise Agreement and will be determined based on two criteria: (1) whether the location is in an urban or suburban setting, and (2) how close in proximity it is to an existing bb.q Chicken Restaurant. An urban area generally consists of contiguous territory having a density of at least 1,000 persons per square mile. A suburban area typically surrounds a major city and is typically made up of single-family detached residences with more green space and a lower population density than an urban area. The sources we use to obtain population data include the U.S. Census Bureau. If your Restaurant will be located in a suburban area, your Designated Territory will include a minimum of 10,000 people. If your Restaurant will be located in an urban area, your Designated Territory will include a minimum of 5,000 people. No new franchised outlets may be established within a half-mile radius of an established bb.q Chicken Restaurant. If you do not yet have a location at the signing of the Franchise Agreement, you will receive a non-exclusive site search area listed in Attachment 1 of the Franchise Agreement.

If any non-traditional site (such as grocery stores, supermarkets, mall food courts, airports, hospitals, cafeterias, commissaries, schools, hotels, office buildings and stadiums, arenas, ballparks, festivals, fairs, military bases and other mass gathering locations or events) is located within the physical boundaries of your Designated Territory, then the premises of this non-traditional site will not be included in your Designated Territory and you will have no rights to this non-traditional site. If your Restaurant is located at a non-traditional site, you will not receive a Designated Territory.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a Restaurant in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below. The master Franchisees of Franchisor's parent Genesis BBQ Global Co., Ltd will not be permitted to establish units within the Franchisee's designated territory. There are no circumstances under which the Designated Territory may be altered before your Franchise Agreement expires or is terminated, but we have the right to modify the boundaries of your Designated Territory for your successor Franchise Agreement. Your territorial protection does not depend on your achieving a certain sales volume, market penetration, or other factor, other than compliance with the Franchise Agreement.

As part of the process of granting a successor Franchise Agreement, we have the right to re-evaluate your then-existing Designated Territory according to certain demographics, including population, if your Restaurant is located in a suburban setting. Since your Designated Territory includes a certain minimum population, your Designated Territory under the successor Franchise Agreement will be modified to accommodate shifts and changes in population. Our intent is to make the target demographics of your successor Designated Territory similar to the target demographics of your original Designated Territory. A

re-evaluation of your Designated Territory may result in your successor Designated Territory being smaller or larger than your original Designated Territory.

If, during the term of the Franchise Agreement, you wish to relocate your Restaurant, or if the Restaurant is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your request, including information concerning the proposed new location for the Restaurant. You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meets our then-current requirements for a Restaurant and is located within your Designated Territory, and you must sign our then-current form of Franchise Agreement. If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement, and we will not charge a relocation fee.

You are not permitted to conduct catering or delivery services from your Restaurant without our prior written consent. If we consent to your providing catering and/or delivery services we will designate the area in which you may provide these services. The area for your catering/delivery services will be determined in our sole discretion and the boundaries of the catering/delivery area may be different from the boundaries of your Designated Territory, but the boundaries of the catering/delivery area will not overlap with the catering/delivery area granted to another Restaurant. The factors we consider when determining a catering/delivery area include geographic boundaries, population, income level and other demographic data that we believe will assist us in determining the area. Deliveries provided through third-party services (such as Grubhuh and Uber Eats) will be allowed to proceed regardless of delivery area boundaries.

Except as expressly limited by the Franchise Agreement, we retain all rights with respect to Restaurants, the Marks, and any products and services related to the System anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside your Designated Territory, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Restaurants located outside the Designated Territory under any terms and conditions we deem appropriate and regardless of proximity to your Restaurant; (c) to operate and to grant others the right to operate Restaurants at Non-Traditional Sites within and outside the Designated Territory under any terms and conditions we deem appropriate; and (d) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Designated Territory.

You may sell our menu items to customers who live anywhere but who choose to dine at or from your Restaurant. You may not engage in any promotional activities or sell the proprietary products or similar products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system (collectively, the "Electronic Media"); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory. You may not directly solicit customers outside of your Designated Territory. If you are approved to provide catering/delivery services, you may do so only within the area we designate for you. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell our proprietary products or any other products to any business or other customer at wholesale.

We may sell products under the Marks within and outside your Designated Territory through any method of distribution other than a bb.q Chicken Restaurant, including sales through channels of distribution such as the internet, catalog sales, grocery stores, club stores, telemarketing or other direct marketing sales (together, "alternative distribution channels"). You may not use alternative distribution channels to make sales outside or inside your Designated Territory and you will not receive any compensation for our sales through alternative distribution channels.

We will fulfill all orders placed through the retail portion of our Website, and you will not be entitled to any portion of the profits received from this, even if the customer's order is generated from or delivered in your Designated Territory.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent has established, or presently intends to establish, other franchised or company-owned Restaurant which sell our proprietary products or services under a different trade name or trademark, but we have the right to do so in the future, without first obtaining your consent.

Multi-Unit Operator Agreement: Under the Multi-Unit Operator Agreement we grant you the right to develop and operate the number of Restaurants in the Designated Area that is specified in the minimum performance schedule, which is an attachment to the Multi-Unit Operator Agreement. The Designated Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality. The actual size of the Designated Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population and market conditions. Our designation of a particular Designated Area is not an assurance or warranty that there are a sufficient number of suitable sites for Restaurants in the Designated Area for you to meet your minimum performance schedule. We will approve and disapprove the locations for the Restaurants you develop, and the corresponding territories for those Restaurants, using the then-current standards for sites and territories. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites which do not meet our criteria for you to meet the minimum performance schedule.

Except as described below, during the term of the Multi-Unit Operator Agreement, we will not operate or grant a franchise for the operation of Restaurants to be located within the Designated Area. However, we have the right to terminate this exclusivity if you are not in full compliance with all of the terms and conditions of the Multi-Unit Operator Agreement and all of the Franchise Agreements signed under it. Your territorial rights to the Designated Area may or may not, in our discretion, include the right to develop Restaurants at any Non-Traditional Site. If we do not include the right to develop Restaurants at any Non-Traditional Site then you will not receive an exclusive territory.

You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control

Except as expressly limited by the Multi-Unit Operator Agreement, we retain all rights with respect to Restaurants, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant others the right to produce, offer and sell the Proprietary Products, other products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described above, both within and outside your Designated Area, and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Restaurants located outside the Designated Area under any terms and conditions we deem

appropriate and regardless of proximity to your Restaurants; (c) to operate and to grant others the right to operate Restaurants at Non-Traditional Sites outside the Designated Area under any terms and conditions we deem appropriate. If a Non-Traditional Site becomes available within the Designated Area during the term of the Multi-Unit Operator Agreement, we may, in our sole discretion, offer you the opportunity to develop a Restaurant at the Non-Traditional Site. You will have 30 days after we notify you that the site is available to accept this right of first refusal; and (d) the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in your Designated Area.

After the final Restaurant under your minimum performance schedule has opened, if we believe that it is desirable to establish additional Restaurants within the Designated Area, and if you complied with the terms of your Multi-Unit Operator Agreement and are in compliance with your Franchise Agreements, we will offer you the right to develop these additional Restaurants. You must exercise this option, in full, within 60 days after our notice to you. If you do not exercise or you decline this right of first refusal, we will have the right to sell these development rights to another multi-unit operator or to develop the Restaurants ourselves.

To maintain your rights under the Multi-Unit Operator Agreement you must have open and in operation the cumulative number of Restaurants stated on the minimum performance schedule by the dates agreed upon in the minimum performance schedule. Failure to do so will be grounds for either a loss of territorial exclusivity or a termination of the Multi-Unit Operator Agreement. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.

When the last Restaurant to be developed within the Designated Area opens for business, your Designated rights under the Multi-Unit Operator Agreement with respect to the Designated Area will have expired and we will have the right to operate and to grant to others development rights and franchises to develop and operate Restaurants within the Designated Area. This right will be subject only to the territorial rights under your franchise agreements for Restaurants in the Designated Area and the right of first refusal to develop additional Restaurants described above. The Designated Area may not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. You are not granted any other option, right of first refusal or similar right to acquire additional Restaurants in your Designated Area under the Multi-Unit Operator Agreement, except as described above.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us. These Marks may be used only in the manner we authorize and only for the operation of your Franchised Business.

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks.

Our parent, Genesis BBQ Global Co., Ltd has registered the following principal Marks with the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration Date	Registration Number	Register
	August 5, 2014	4,579,470	Principal
	September 24, 2013	4,405,197	Principal
	March 27, 2018	5,431,099	Principal

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. There are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks, except for the trademark license agreement with Genesis BBQ Global Co., Ltd, as described in Item 1. We intend to file all affidavits and other documents required to maintain our interest in and to the Marks. We have the right to alter or completely change the marks in the future.

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Principals are not permitted to communicate with any person other than us, our counsel and your counsel involving any infringement, challenge or claim. We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks. You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity having an interest in the Marks.

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement.

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously.

We will not compensate you if we require you to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System.

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you. We have and retain certain rights in the Marks including the following:

1. To grant other licenses for the use of the Marks in addition to those licenses already granted or to be granted to franchisees and area representatives;

2. To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you; and

3. To engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights: We do not have an ownership interest in any pending or registered patents or copyrights that are material to the franchise.

Confidential Manuals: You must operate the Restaurant in accordance with the standards and procedures specified in the Manual. One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement. We may, instead of providing you with a hard copy of the Manual, make our Manual available electronically via a password protected intranet.

You must treat the Manual and any other manuals we create or approve for use in your operation of the Restaurant, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Manual remains our sole property and must be kept in a secure place on the Restaurant premises.

We may revise the contents of the Manual and you must comply with each new or changed standard. You must also insure that the Manual is kept current at all times. If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

Confidential Information: We claim proprietary rights in certain of our recipes which are included in the Manual and which are our trade secrets. Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manual, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, recipes, and the terms of your agreement with us, are considered confidential. You and each of your Principals are prohibited, during and after the term of your Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of your Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Restaurant that may be communicated to you or any of your Principals or that you may learn about. You and each of your Principals may divulge this confidential information only to your employees who must have access to it to operate the Restaurant. Neither you nor your Principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person.

If you, your Principals, General Manager or employees develop any new concept, process or improvement in the operation or promotion of the Restaurant, you must promptly notify us and give us all necessary information, free of charge. You, your Principals, General Manager and employees must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees.

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

When you sign your agreement, you must designate and retain at all times an individual to serve as the General Manager. If you are an individual, we recommend that you be the General Manager. We expect that you will be actively involved in the daily operation of your Restaurant. If you are not actively involved in the daily operation of your Restaurant, then (a) you must designate one of your Principals who owns at least a 5% interest in the franchise to act as your operating principal; (b) we may communicate with and rely on the decisions made by your operating principal; and (c) you must still make sure that your Restaurant is being operated according to the terms of your Franchise Agreement and the Manual. Your operating principal may also be designated as the General Manager. Your operating principal must be approved by us in advance and must complete, to our satisfaction, all required initial training for franchisees. Your operating principal must work in the Restaurant on a full-time basis. If your operating principal cannot serve in the position or does not meet the requirements, he or she must be replaced within 30 days after the operating principal stops serving or no longer meets the requirements.

The General Manager must satisfy our educational and business criteria as provided to you in the Manual or other written instructions, must be individually acceptable to us, must satisfy the applicable training requirements in the Franchise Agreement and must be approved by us to act as a General Manager. The General Manager must be responsible for the supervision and management of the Restaurant and must devote full time and best efforts to this activity. If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 60 days after the General Manager stops serving or no longer meets the requirements. At all times, the Restaurant must be under the management of the operating principal or the General Manager.

You must also retain other personnel as are needed to operate and manage the Restaurant. Your General Manager and all other personnel who will have access to our proprietary and confidential information and training must sign our Confidentiality and Non-Competition Agreement which is attached to our Franchise Agreement as Attachment 4. We will be a third-party beneficiary of each agreement with the independent right to enforce the agreement's terms. We have the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph.

If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spousal Guaranty, which is attached to our Franchise Agreement as Attachment 8.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale all menu items, food products, merchandise, and other products and services we require, in the manner and style we require, including dine-in and carry-out, as expressly authorized by us in writing. You must sell and offer for sale only the menu items, products and services

that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time. We have the right to change the types of menu items, products and services offered by you at the Restaurant at any time, and there are no limits on our right to make those changes.

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, proprietary products, merchandise, other products, materials, supplies, and paper goods that conform to our standards and specifications. You must prepare all menu items according to our recipes and procedures for preparation contained in the Manual or other written instructions, including the measurements of ingredients. You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent.

We have the right to vary the menu items offered at certain Restaurants based on regional or local tastes or ingredients. If we allow a Restaurant to modify its menu to accommodate regional or local tastes or ingredients, we are not required to grant to you a similar variance or modification.

You must keep the Restaurant very clean and maintain it in good repair and condition. You must make any additions, alterations, repairs and replacements, including repainting or replacement of obsolete signs, furnishings, equipment, and décor as we may reasonably direct. You must not make any changes to the premises without obtaining our written consent before you make the changes. You must obtain and pay for any new or additional equipment, including point-of-sale, computer hardware and software, fixtures, supplies and other products and materials that you must have to offer and sell new menu items from the Restaurant.

We may designate the maximum prices for the goods, products and services offered from your Restaurant, where permitted by applicable law, and you must comply with our pricing requirements. We make no guarantees or warranties that offering the products or merchandise at the required price will enhance your sales or profits.

While you are required to offer delivery through third-party delivery services from your Restaurant, you may only utilize the third-party delivery services approved by us as listed in our Manual. Deliveries provided through third-party delivery services will be allowed to proceed regardless of delivery area boundaries.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell, except as described in Item 12. You may not directly solicit customers outside of your Designated Territory.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the term of the franchise	Section 3.1	Term continues for five years from the date of the Franchise Agreement unless terminated earlier
b. Renewal or extension of the term	Section 3.2	Up to three additional terms of five years each. At the expiration of the Initial Term, we will evaluate and determine if the contract can be extended. You will have an option to remain a franchisee for a First Successor Term of five years. At the expiration of the Initial Term, the First Successor Term, and the Second Successor Term, if you desire to extend the Franchise for a successor term, you must be in compliance with all of the following conditions prior to and at the end of the applicable term: (1) You must not be in default under any franchise fee, royalty fee and any other payments. (2) You must follow a general contract clause or business policy. (3) You must obtain the necessary license required by law and secure the necessary equipment for operation. (4) You must comply the service and cooking manual provided by us to maintain the quality of the food or service. (5) You must follow a policy to protect our intellectual property rights. (6) You must comply with our continuing education and/or training requirements. (7) You must pass our corporate QCS check
c. Requirements for franchisee to renew or extend	Section 3.2	You must provide us with notice that you wish to enter into a successor Franchise Agreement, be in compliance with the terms of your current Franchise Agreement, and pay any applicable successor agreement fee. Successor agreement fees will be waived for the First Successor Term.

Provision	Section in Franchise Agreement	Summary
		Be current in all payments required by the Franchise Agreement, remodel and/or refurbish your Restaurant if we require, sign successor Franchise Agreement, sign general release, pay successor agreement fee. If your Restaurant is at a suburban location, we have the right to modify the boundaries of your Designated Territory for the successor term You may be asked to sign a contract with materially different terms and conditions than your original contract, but the fees in the successor agreement will not be greater than the fees that we then impose on similarly situated franchisees with successor agreements.
d. Termination by franchisee	None	You may seek termination upon any grounds available by state law.
e. Termination by franchisor without cause	Not applicable	The Franchise Agreement will terminate upon your death or permanent disability and the Restaurant must be transferred within six months to a replacement franchisee that we approve.
f. Termination by franchisor with "cause"	Section 17.1.1 and 17.3	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.
g. "Cause" defined – curable defaults	Sections 17.1.3, 17.2 and 17.3	We may terminate you for cause if you fail to cure certain defaults, including: if you or any of your affiliates fail to pay any monies owed to us, or vendors, and do not cure within five days after notice (or longer period required), fail to obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request, fail to obtain and maintain required insurance within seven days after notice, use the Marks in an unauthorized manner and fail to cure

Provision	Section in Franchise Agreement	Summary
		within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days, or within the applicable cure period, after notice, if you default under another agreement with us, and fail to cure.
h. "Cause" defined – defaults which cannot be cured	Sections 17.1.2, 17.1.3 and 17.3	We may terminate you for cause if you fail to cure certain defaults, including: if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to find an accepted location within time required, fail to remodel when required, fail to open Restaurant when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Restaurant premises, are convicted of a felony or other crime that may have an adverse effect on the System or Marks, transfer any interest without our consent or maintain false books or records. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.
i. Franchisee's obligations on termination/non-renewal	Section 18	Obligations include: You must stop operating the Restaurant and using the Marks and System and completely de-identify the business, pay all amounts due to us, return the Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages, and at our option, sell or assign to us your rights in the Restaurant premises and the equipment and fixtures used in the business
j. Assignment of contract by Franchisor	Section 14.1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction. However,

Provision	Section in Franchise Agreement	Summary
		no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations
k. "Transfer" by franchisee – defined	Section 14.2.1	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Restaurant or you (if you are not a natural person)
l. Franchisor approval of transfer by franchisee	Section 14.2.2	You must obtain our consent before transferring any interest. We will not unreasonably withhold our consent
m. Conditions for franchisor approval of transfer	Section 14.2.2	Conditions include: You must pay all amounts due us, not otherwise be in default, sign a general release, and pay a transfer fee. Transferee must meet our criteria, complete training to our satisfaction and sign current Franchise Agreement
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions
o. Franchisor's option to purchase franchisee's business	Section 18.11	Upon termination or expiration of the Franchise Agreement, we have the right to purchase certain assets of the Restaurant
p. Death or disability of franchisee	Section 14.5	The Franchise Agreement will terminate upon your death or permanent disability, and the Restaurant must be transferred within six months to a replacement franchisee that we approve.
q. Non-competition covenants during the term of the franchise	Section 10.3.1	You are prohibited from operating or having an interest in a similar business without our prior written consent, subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 10.3.2	You and your Principals are prohibited for two years from expiration or termination of the franchise from operating or having an interest in a similar business within 20 miles of any Restaurant in the System, subject to state law.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Sections 10.1.5 and 19.2	The Franchise Agreement may not be modified unless mutually agreed to in writing. You must comply with Manual as amended
t. Integration/merger clause	Section 19.2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 19.7, 19.8, 19.9, 19.10 and 19.11	Arbitration within 10 miles of our headquarters (currently Fort Lee, New Jersey), subject to applicable state and federal law
v. Choice of forum	Section 19.8	Bergen County, New Jersey, subject to applicable state and federal law
w. Choice of Law	Section 19.8	New Jersey, subject to applicable state and federal law

THE MULTI-UNIT OPERATOR RELATIONSHIP

Provision	Section in Multi-Unit Operator Agreement	Summary
a. Length of the franchise term	6	Length of the minimum performance schedule
b. Renewal or extension of the term	5	After all Restaurants have been developed, we will negotiate in good faith another Multi-Unit Operator Agreement
c. Requirements for multi-unit operator to renew or extend	Not applicable	
d. Termination by multi-unit operator	Not applicable	You may seek to terminate on any grounds available to you at law.
e. Termination by franchisor without cause	Not applicable	Not applicable

Provision	Section in Multi-Unit Operator Agreement	Summary
f. Termination by franchisor with cause	9	We can terminate if you commit any one of several listed violations. In addition, if a Franchise Agreement with us is terminated according to its terms, we may terminate the Multi-Unit Operator Agreement (this is a cross-default provision).
g. "Cause" defined – curable defaults	9	If you use the Marks or System without our consent; participating in a competing business; failure to pay money to us when due; you begin developing a Restaurant before all of your pre-development obligations are met; failure to obtain our consent when required; you open any Restaurant before a Franchise Agreement for that Restaurant has been signed; if you default under another agreement with us and fail to cure.
h. "Cause" defined – non-curable defaults	9	Failure to meet your minimum performance schedule; failure to comply with applicable laws; if all of your Restaurants stop operating; unauthorized transfer; you make a material misrepresentation to us; conviction by you or your owners of an indictable offense; bankruptcy or insolvency; if a Franchise Agreement with us is terminated according to its terms (this is a cross-default provision)
i. Multi-unit operator's obligations on termination/ non-renewal	10	You must stop selecting sites for Restaurants, and you may not open any more Restaurants
j. Assignment of contract by franchisor	11	No restriction on our right to assign. However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Multi-Unit Operator Agreement
k. "Transfer" by multi-unit operator – defined	11	Includes transfer of any interest in the Multi-Unit Operator Agreement
l. Franchisor approval of transfer by multi-unit operator	11	We have the right to approve all transfers, our consent not to be unreasonably withheld

Provision	Section in Multi-Unit Operator Agreement	Summary
m. Conditions for franchisor approval of transfer	11	Conditions for transfer include not being in default, at least 25% of all Restaurants required to be developed are open or under construction, all debts are paid, the buyer meets our current criteria for new multi-unit operators, execution of a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations
n. Franchisor's right of first refusal to acquire multi-unit operator's business	11	We have the right to match the offer
o. Franchisor's option to purchase multi-unit operator's business	Not applicable	
p. Death or disability of multi-unit operator	11	Interest must be transferred to an approved party within 12 months
q. Non-competition covenants during the term of the franchise	12	You are prohibited from operating or having an interest in a similar business without our prior written consent, except for Restaurants operated under Franchise Agreements with us, subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	12	No competing business for two years and within 20 miles of any Restaurant in the System, subject to state law.
s. Modification of the agreement	18	Multi-Unit Operator Agreement may not be modified unless mutually agreed to in writing
t. Integration/merger clause	18	Only the terms of the Multi-Unit Operator Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the disclosure document and multi-unit operator agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	19	Arbitration within 10 miles of our headquarters (currently Fort Lee, New Jersey), subject to applicable state and federal law
v. Choice of forum	19	Bergen County, New Jersey, subject to applicable state and federal law

Provision	Section in Multi-Unit Operator Agreement	Summary
w. Choice of law	18	New Jersey, subject to applicable state and federal law

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Hyongbong Kim at 2134 North Central Road, Fort Lee, New Jersey, 07024, and 201-849-4487, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2019, 2020, 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	23	34	+11
	2020	34	54	+20
	2021	54	87	+33
Company-Owned*	2019	3	1	-2
	2020	1	1	0
	2021	1	1	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	**2019**	**26**	**35**	**+9**
	2020	**35**	**55**	**+20**
	2021	**55**	**88**	**+33**

*The Company-Owned outlet reflected in the chart above is owned and operated by our subsidiary.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019, 2020, 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	1
New Jersey	2019	0
	2020	1
	2021	0
Texas	2019	0
	2020	0
	2021	2
Total	**2019**	**0**
	2020	**1**
	2021	**3**

Table No. 3
Status of Franchised Outlets
For years 2019, 2020, 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CA	2019	5	2	0	0	0	0	7
	2020	7	4	0	0	0	0	11
	2021	11	12	0	0	0	0	23
CT	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
FL	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
GA	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	2	0	0	0	0	3
IL	2019	1	0	0	0	0	0	1
	2020	1	3	0	0	0	1	3
	2021	3	7	0	0	0	0	10
KS	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MA	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
MD	2019	1	1	0	0	0	1	1
	2020	1	1	0	0	0	0	2
	2021	2	2	0	0	0	0	4
NJ	2019	5	1	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2021	6	3	0	0	0	0	9
NV	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
NY	2019	2	2	0	0	0	0	4
	2020	4	2	0	0	0	0	6
	2021	6	1	0	0	0	0	7
NC	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
PA	2019	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
RI	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
TX	2019	2	1	0	0	0	0	3
	2020	3	4	0	0	0	0	7
	2021	7	2	0	0	0	0	9
VA	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	2	0	0	0	0	4
WA	2019	0	3	0	0	0	0	3
	2020	3	3	0	0	0	0	6
	2021	6	0	1	0	0	0	5
Total	**2019**	**23**	**12**	**0**	**0**	**0**	**1**	**34**
	2020	**34**	**21**	**0**	**0**	**0**	**1**	**54**
	2021	**54**	**34**	**1**	**0**	**0**	**0**	**87**

Table No. 4
Status of Company-Owned Outlets
For years 2019, 2020, 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
MA	2019	1	0	0	0	1	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
NC	2019	1	0	0	1	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
NY	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total	**2019**	**3**	**0**	**0**	**1**	**1**	**1**
	2020	**1**	**0**	**0**	**0**	**0**	**1**
	2021	**1**	**0**	**0**	**0**	**0**	**1**

*The outlet in the above chart is owned and operated by our subsidiary.

Table No. 5
Projected Openings as of December 31, 2021

States	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	1	1	0
California	11	25	0
Colorado	3	3	0
Delaware	1	2	0
Florida	0	2	0
Georgia	2	2	0
Illinois	2	4	0
Indiana	0	1	0
Kansas	0	1	0
Maryland	3	3	0
Massachusetts	3	5	0
Michigan	0	1	0
Minnesota	0	1	0
Nevada	0	1	0
New Jersey	5	5	2
New York	2	2	1
North Carolina	0	1	0
North Dakota	0	1	0
Oklahoma	1	1	0
Rhode Island	0	1	0
South Dakota	0	1	0
Texas	6	8	0
Virginia	3	3	0
Washington	0	1	0
Wisconsin	0	1	0
Total	**43**	**77**	**3**

A list of the names of all franchisees and multi-unit operators and the addresses and telephones numbers of their franchises will be provided in Exhibit D to this disclosure document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit operator who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit D to this disclosure document when applicable. **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, we have not any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the bb.q Chicken System.

There are no trademark-specific organizations formed by our franchisees that are associated with the bb.q Chicken System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements for the fiscal years ended December 31, 2019, December 31, 2020, and December 31, 2021.

Our fiscal year end is December 31st.

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments:

1.	Franchise Agreement	Exhibit B
2.	Multi-Unit Operator Agreement	Exhibit C
3.	Form of General Release	Exhibit H

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

Exhibit A to the
BBDOTQ USA, Inc. Franchise Disclosure Document

FINANCIAL STATEMENTS

CONSOLIDATED FINANCIAL STATEMENTS

BBDOTQ USA, INC.
and its SUBSIDIARIES

December 31, 2021 and 2020

(With Independent Auditors' Report)

BBDOTQ USA, INC. & its Subsidiaries
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ONE STATION PLAZA
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sseo@scjcpa .com

Independent Auditors' Report

To the Board of Director and Stockholders of BBDOTQ USA, Inc.:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of BBDOTQ USA, Inc and its subsidiaries (the 'Company") which comprise the balance sheet as of December 31, 2021 and 2020, and the related statements loss and retained 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 the 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.

Auditor's 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 from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's 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 Company'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 Company'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 accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

As described in Note 15, subsequent to the issuance of financial statements for the year 2020, we became aware that the prior financial statements reflected misstatements in assets & liabilities and operating expenses. As a result, a prior adjustment was recorded

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BBDOTQ USA INC. and its Subsidiaries 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.

Ridgefield Park, New Jersey
March 29, 2022

BBDOTQ USA, INC. & its Subsidiaries
Consolidated Balance Sheets
December 31, 2021 and 2020

ASSETS	2021	*(restated)* 2020
CURRENT ASSETS		
Cash & cash equivalents *(Note 2)*	$ 3,217,009	$ 2,030,861
Accounts receivable - net *(Note 2)*	1,934,046	940,091
Inventory - net *(Note 2)*	2,439,700	510,251
Prepaid expenses *(Note 4)*	553,363	12,862
Interest receivable	2,491	1,975
Loans to others	343,686	370,057
Other receivable	-	218,184
Total Current Assets	8,490,295	4,084,281
PROPERTY AND EQUIPMENT *(Note 2)*		
Machinery & equipments	557,901	430,655
Furniture & fixtures	175,162	107,567
Vehicles	127,663	50,280
Leasehold improvements	1,152,571	1,083,721
Construction in progress	334,628	-
	2,347,925	1,672,223
Less: Accumulated depreciation	(538,426)	(404,259)
Total Property and Equipment	1,809,499	1,267,964
OTHER ASSETS		
Loans to franchisees	161,950	209,547
Lease acquisition costs - net *(Note 5)*	11,786	18,215
Deferred tax assets *(Note 12)*	1,038,224	964,427
Security deposits	362,840	262,200
Total Other Assets	1,574,800	1,454,389
TOTAL ASSETS	$ 11,874,594	$ 6,806,634

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiaries
Consolidated Balance Sheets
December 31, 2021 and 2020

LIABILITIES & STOCKHOLDER'S EQUITY	2021	*(restated)* 2020
CURRENT LIABILITIES		
Accounts payable *(Note 9)*	$ 3,985,789	$ 1,517,749
Accrued expenses	662,787	83,444
Taxes payable	-	205,949
Royalty payable *(Note 9)*	2,887,085	2,245,290
Interest payable	6,248	337,560
Unearned revenue	71,250	-
Other current liabilities	7,749	521,617
Total Current Liabilities	7,620,908	4,911,609
OTHER LIABILITIES		
Bank loan *(Note 6)*	153,251	150,000
Loan payable to parent *(Note 6)*	2,000,000	2,000,000
Total Liabilities	9,774,159	7,061,609
STOCKHOLDER'S EQUITY		
Common stock, no par value;	4,250,000	4,250,000
- 5,000,000 shares authorized		
- 4,250,000 shares issued and outstanding *(Note 7)*		
Noncontrolling interest in a subsidiary *(Note 8)*	1,558,069	336,892
Deficits	(3,707,634)	(4,841,867)
	2,100,435	(254,975)
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	$ 11,874,594	$ 6,806,634

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiaries
Consolidated Statements of Income and Deficit
December 31, 2021 and 2020

	2021	*(restated)* 2020
REVENUE		
Franchise and license fee revenues *(Note 3)*	$ 4,552,611	$ 2,612,790
Product sales *(Note 14)*	20,883,457	8,405,511
Total Revenue	25,436,068	11,018,301
COST OF SALES		
Inventories - beginning	510,251	451,853
Purchases *(Note 9)*	17,291,874	4,741,704
Duties & freight-in	1,829,877	712,021
	19,632,002	5,905,578
Inventories - ending	(2,439,700)	(510,251)
Total Cost of Sales	17,192,302	5,395,327
GROSS PROFIT FROM SALES	8,243,766	5,622,974
OPERATING EXPENSES - Schedule	(9,745,024)	(6,561,575)
LOSS FROM OPERATION	(1,501,258)	(938,601)
OTHER INCOME & EXPENSES		
Interest income (interest expenses)	(88,616)	(167,363)
Consulting income	964,170	919,346
PPP loan forgiveness	1,063,622	-
RRF fund	1,858,518	-
Miscellaneous	13,687	31,141
Total Other Income & Expenses	3,811,381	783,124
INCOME BEFORE INCOME TAX BENEFIT	2,310,123	(155,477)
INCOME TAX BENEFIT *(Note 2)*	45,287	336,077
Net income attributable to controlling interest	2,355,410	180,600
Less: Net income attributable to noncontrolling interest	(1,221,177)	275,804
Net income attributable to controlling interest	1,134,233	456,404
REATAINED DEFICIT - beginning	(4,841,867)	(5,298,271)
RETAINED DEFICIT - ending	$ (3,707,634)	$ (4,841,867)

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiaries
Consolidated Statements of Cash Flows
December 31, 2021 and 2020

	2021	*(restated)* 2020
Cash flows from operating activities:		
Net Income (loss)	$ 2,355,410	$ 180,600
Adjustment to reconcile net income (loss) to net cash used in operating activities:		
Depreciation & amortization	140,596	115,939
Increase/Decrease in accounts receivable	(993,955)	(583,903)
Increase/Decrease in inventories	(1,929,449)	(58,398)
Increase/Decrease in prepaid expenses	(540,501)	17,222
Increase/Decrease in interest receivable	(516)	(1,449)
Increase/Decrease in other receivable	218,184	(184,097)
Increase/Decrease in deferred tax asset	(73,797)	(466,807)
Increase/Decrease in accounts payable	2,468,040	604,311
Increase/Decrease in accrued expenses	579,343	(36,263)
Increase/Decrease in taxes payable	(205,949)	175,499
Increase/Decrease in royalty payable	641,795	972,068
Increase/Decrease in interest payable	(331,312)	173,655
Increase/Decrease in other current liabilities	(513,868)	516,052
Increase/Decrease in unearned revenue	71,250	-
Net cash provided by operating activities	1,885,271	1,424,429
Cash flows from investing activities:		
Acquisition of new fixed assets	(675,702)	(95,607)
Increase/Decrease in loans to franchises	47,597	41,579
Increase/Decrease in loans to others	26,371	(844)
Proceeds from sales of assets	-	-
Increase/Decrease in security deposits	(100,640)	(1,000)
Net cash used in investing activities	(702,374)	(55,872)
Cash flows from financing activities:		
Bank loan	3,251	150,000
Loan from parent	-	(100,000)
Net cash provided by financing activities	3,251	50,000
Net increase(decrease) in cash	1,186,148	1,418,557
Cash, beginning of year	2,030,861	612,304
Cash, end of year	$ 3,217,009	$ 2,030,861
Supplemental cash flow disclosures :		
- Interest paid	$ 92,000	$ 9,652
- Income taxes paid	$ 251,856	$ 12,887

See Accompanying Notes to Consolidated Financial Statements

NOTE 1 – BUSINESS AND ORGANIZATION

BBDOTQ USA, INC. (the "Company") was incorporated under the laws of the State of New Jersey on August 19, 2014. The Company is a majority-owned subsidiary of GENESIS BBQ GLOBAL CO., LTD. (the "Parent Company"), incorporated under the laws of Korea.

The Company is authorized and qualified to transact interstate business in the State of New Jersey, New York, North Carolina, California and Illinois having a principal place of business in the State of New Jersey.

The following entities are subsidiaries of BBDOTQ USA, INC. and all accounts are included in the consolidated financial statements.

Name of Entity	Jurisdiction	Date Established	% of Ownership
BBDOTQUSA KTOWN, INC.	New York	January 7, 2016	50%
BBDOTQUSA MIDTOWN, INC.	New York	July 22, 2021	100%

The Company operates as a Franchisor of B.B.Q Chicken. Franchise revenues principally consist of royalties, as well as marketing fees, which are primarily based on a percentage of franchise revenue. Franchise revenue also includes initial franchise fees, which are recognized as revenue when a substantial performance of franchisor obligation is complete, which is generally when a franchised unit is opened. The principal business address of the Company is 2134 North Central Road, Fort Lee, NJ 07024.

BBDOTQUSA KTOWN, INC. commenced operation in the State of New York on November 24, 2016, as a full-service restaurant.
BBDOTQUSA MIDTOWN, INC. leased a restaurant site and it is under construction in 2021, and did not have any income producing activities during the year.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation:

The consolidated financial statements include the accounts of the Company and all subsidiaries, which are more than 50 percent owned or certain "variable interest entities" under accounting principles generally accepted in the United States of America. Inter-company items and transactions between companies included in the consolidation are eliminated, and unrealized inter-company profits in inventory and other assets are to be eliminated.

Basis of presentation:

The accompanying financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America (US" GAAP").

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. Management bases its estimates on historical circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The most significant estimates include an allowance for doubtful accounts, inventory valuation and obsolescence, valuation and recoverability of long-lived assets including property and equipment, and income taxes. On a continual basis, management reviews its estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such reviews, and if deemed appropriate, those estimates are adjusted accordingly. Actual results could differ from those estimates.

Cash and Cash Equivalents:

Cash and cash equivalents include cash on hand. The company maintains cash in depository accounts at the FDIC insured banks.

Accounts Receivable:

Accounts receivable is presented on the balance sheet net of estimated uncollectible amounts. The Company analyzes the customer creditworthiness, accounts receivable balances, payment history, payment terms, and historical bad debt levels when evaluating the adequacy of its allowance for doubtful accounts. In instances whereas reserve has been recorded for a particular customer, future sales to the customer are conducted using either cash-on-delivery terms, or the account is closely monitored so that as agreed upon payments are received, orders are released; a failure to pay results in held or canceled orders. Individual uncollectible accounts are written off against the allowance when the collection of the individual accounts appears doubtful. The Company recorded the allowance for doubtful accounts of $41,615 for the year ended December 31, 2021.

Inventories:

Inventories are stated at cost on the first-in, first-out method. The Company monitors inventory quantities on hand and records write-downs and reserves for excess and obsolete inventories based primarily on the aging of the forecasted demand of its inventory, future products sales prices, pricing trends and margins. Actual inventory losses may differ from management's estimates, and such differences could be material to the Company's financial position, results of operations, and cash flows. The balance at December 31, 2021 are as follows:

Goods on hand	$	2,009,128
In-Transit		430,572
Total	$	2,439,700

Property and Equipment:

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis, over the estimated useful lives of the assets or, when applicable, the life of the lease, whichever is shorter. Costs of significant additions, renewals, and betterments are capitalized. When as an asset is sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts and the gain or loss on disposition is reflected in the consolidated statements of operations. Repairs and maintenance charged to operations when incurred.

Impairment of Long-Lived Assets:

Long-lived assets, such as property and equipment are assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Recoverability of assets to be held and used in measured by a comparison of the carrying amount of an asset group to the estimated undiscounted future cash flows expected to be generated by that group. If the carrying amount of an asset group exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by writing down the carrying amount to the estimated fair value of the asset group, generally determined as discounted future net cash flows.

Concentrations of Credit Risk:

Financial instruments which potentially subject the Company to credit risk consist primarily of cash (the amounts of which, at times, may exceed Federal Deposit Insurance Corporation Limits on insurable amounts - $250,000 per depositor, per bank).

Revenue Recognition:

The Company recognizes sales revenue when title and risk of loss have been transferred to the customer, there is persuasive evidence of an arrangement, shipment and passage of title has occurred, the sales price is fixed or determinable and collectability is reasonably assured.

Income Taxes:

The current provision for income taxes is based on current federal and state statutory rates which are adjusted based on changes in tax laws and significant fluctuations in taxable income. Income taxes are accounted for under the asset and liability method. Under such method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Additionally, deferred tax assets and liabilities are measured using enacted tax rates expected to be applied to taxable

income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not such assets will be realized.

Recently Issued Accounting Standards:

On February 25, 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases (Topic 842). The new guidance requires operating leases to recognize an asset and a lease liability by lessees.

This guidance affects any organization that enters into a lease, or sublease, with some specified exemptions (example: Lease of intangible assets) and is effective for fiscal years beginning after December 15, 2022, for the non-public business entity.

Subsequent Events:

The Company evaluates events occurring after the date of the balance sheet for potential recognition or disclosure in the financial statements (recognized subsequent events) as outlined in the ASC 885, Subsequent Events, Topic of the Financial Accounting Standards Board Accounting Standards Codification.

In addition, those items requiring disclosures (unrecognized subsequent events) in the financial statements have been disclosed accordingly.

NOTE 3 – FRANCHISING

In general, the Company's franchise agreements provide for the payment of a franchise fee for each opened franchised location. Franchisees pay continuing fees of 5 % of gross sales.

Initial franchise fees, which may be up to $40,000 are generally recognized when substantially all services or conditions relating to the franchise sale have been performed or satisfied by the Company. Services provided by the Company include assistance in site selection, personal training, and implementation of an accounting and quality control system.

NOTE 4 – PREPAID EXPENSES

As of December 31, 2021, expenses paid in advance of $553,363 is recorded as prepaid expenses and will be charged to appropriate expense accounts when incurred.

NOTE 5 – INTANGIBLE ASSETS

Lease Acquisition Cost: The Company paid commission to the agent to enter into sublease contract on June 30, 2015, for the business premise located at 25 W. 32nd St., New York, NY with the term of 8 years.

NOTE 6 – LOANS PAYABLE & BANK LOAN

Loan Payable at December 31, 2021 consists of the following:

Loan payable to parent company with an annual interest rate of 4.6%, payable on December 31, 2022	$1,300,000
Loan payable to parent company with an annual interest rate of 4.6%, payable on December 31, 2023	$ 700,000
EIDL loan payable to SBA with an annual interest rate of 3.75% Payable through May 29, 2050	$ 150,000

NOTE 7 – CAPITAL

The Company is authorized to issue 5,000,000 common shares with no par value and 4,250,000 common shares are issued and outstanding as of December 31, 2020.

NOTE 8 – NON-CONTROLLING INTEREST IN SUBSIDIARY

Effective March 30, 2017, the Company's subsidiary, BBDOTQUSA KTOWN, INC. issued 50,000 previously unissued shares of common stock to a third party in exchange for $ 1,000,000 in cash, reducing the Company's ownership interest in subsidiary BBDOTQUSA KTOWN, INC from 100 percent to 50 percent. Under the accounting principles generally accepted in the United States of America, a 50% ownership interest in an operating entity would be presented as the equity method. However, management believes that presenting the operating entity by consolidated financial statements provides greater clarity of the Company's financial position and operations.

		BBDOTQ USA, INC.		
	Total	**Accmulated Deficit**	**Common Stock**	**Non-controlling Interest**
Balance at December 31, 2020 *(restated)*	$ (254,975)	$ (4,841,867)	$ 4,250,000	$ 336,892
Issuance of subsidiary shares to noncontrolling interest	0	-	-	0
Comprehensive income:				
Net income(loss)	2,355,410	1,134,233	-	1,221,177
Balance at December 31, 2021	$ 2,100,435	$ (3,707,634)	$ 4,250,000	$ 1,558,069

NOTE 9 – RELATED PARTY TRANSACTIONS

a. Total purchases, including food items and related supplies, from the Parent Company is $3,484,151 and $1,335,873 for the years ended December 31, 2021 and 2020, respectively.

b. As of December 31, 2021, the Company has account payable to the Parent Company of $2,546,747, and loan payable of $2,000,000 to the Parent Company with annual interest rate of 4.6%.

c. Total royalty expenses to the Parent Company are $1,511,579 and $1,062,014 for the year ended December 31, 2021 and 2020, respectively.

NOTE 10 – LEASE COMMITMENTS

The Company's operating lease for the corporate office and retail locations. During 2021 and 2020, rent of $875,081 and $777,934, respectively, was expensed for these leases. The following is a schedule by year of future minimum rental payments required under this non-cancelable operating leases. The Company is in process to excise two years option for the headquarter located in New Jersey.

For the year ended December 31,	HQ Operating Leases	Ktown Operating Leases	Midtown Operating Leases
2022	$ 47,895	656,072	213,632
2023		387,410	237,632
2024			256,272
2025			264,271
2026			272,510
Thereafter			1,491,808
Total minimum lease payments	$ 47,895	$ 1,043,482	$ 2,736,125

NOTE 11 – CONTINGENT LIABILITIES

The Company may from time to time be involved in various claims and legal actions arising in the ordinary course of business. As of the date of these financial statements, the future outcome cannot be estimated, and therefore, not reflected on current operation.

NOTE 12 – INCOME TAXES

Income taxes are accounted for in accordance with ASC 740, *Income Taxes*. The provision for, or benefit from, income taxes is calculated using the asset and liability method, under which deferred tax assets are recorded based on net operating loss ("NOL") carryforwards using enacted tax rates in effect for the year in which benefit is expected to be realized.

In accordance with ASC 740, the Company evaluates deferred tax assets to determine if a valuation allowance is required based on the consideration of all available positive and negative evidence using a "more likely than not" standard with respect to whether deferred tax assets will be realized. The Company's evaluation considers, among other factors, historical operating results, the expectation of future profitability, and the duration of the applicable statutory carryforward periods. The ultimate realization of deferred tax assets depends primarily on the ability of the Company to generate future taxable income.

In addition, the ability of the Company to utilize NOL carryforwards to reduce future federal taxable income and federal income tax is subject to various limitations under the Section 382 of Internal Revenue Code of 1986, as amended. The utilization of these carryforwards may be limited upon the occurrence of certain ownership changes, including the purchase or sale of stock by 5% stockholders, as defined in the Treasury regulations.

Income tax expense for the year ended December 31, 2021 consists of the current state taxes.

Deferred income taxes result from differences in the recognition of when the related asset is recovered or the related liability is settled for tax and financial reporting purpose. The principal source of these differences are state income taxes, net operating loss carryforwards, depreciation expenses and various accruals and reserves for items such as inventories and accounts receivables recorded on the financial statements. The components of the net deferred tax assets recognized in the accompanying balance sheets at December 31, 2021 are as follows:

Deferred tax assets	$1,597,268
Valutation allowance	559,044
Net deferred tax assets	$1,038,224

NOTE 13 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company values its assets and liabilities using the methods of fair value as described in ASC 820, *Fair Value Measurements and Disclosures*. Under the standard, the Company determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 established a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to active markets for identical assets and liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy ate as follows:

Level 1 – Observable inputs such as quoted prices in active markets for identical assets or liabilities.

Level 2 – Inputs other than quoted priced that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active and amounts derived from valuation models where all significant inputs are observable in active markets.

Level 3 – Unobservable inputs reflect management's assumptions. For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivables and accounts payable; the fair values approximate carrying values due to their short-term maturities. The Company maintains policies and procedures to value instruments using the best and most relevant data available. With regard to Level 3 valuations (including instruments valued by third parties), the Company performs a variety of procedures to assess the reasonableness of the valuation.

NOTE 14 – BUSINESS SEGMENTS

The Company primarily operates as a Franchisor, and its subsidiaries operate as a full-service restaurant and its product sales for the year ended December 31, 2021 consist of the follows:

Franchisor Revenue	$ 15,247,028
Restaurant Revenue	5,636,429
Total	$ 20,883,457

Intercompany transactions were eliminated

NOTE 15 – PRIOR PERIOD ADJUSTMENT

The Care Act provided a refundable Employee Retention Credit, and significant modification and expanded provisions of ERC were made in early 2021, and the subsidiary claimed this credit retroactively. New guideline in 2021 indicated that expense reduction occurs in the year a credit is earned, even if the Company is not able to use the credit based on the existing IRS rules (*section 1.280C-1*). This resulted in an understatement in the previously reported retained earnings for $218,184.

The flowing summarizes the prior period adjustment referred to the above:

Balace at December 31, 2020, as previously reported	$ (4,950,959)
Prior period adjustment for:	
Decrease in operating expenses	218,184
Less: Net income attritutable to noncontrolling interest	(109,092)
Prior period adjustment - December 31, 2020	109,092
Balance at December 31, 2020, as restated	$ (4,841,867)
Net Income for 2020, as previously reported	347,312
Prior period adjustment - December 31, 2020	109,092
Net Income for 2020, as restated	$ 456,404

NOTE 16 – SUBSEQUENT EVENTS

Management has evaluated events and transactions occurring after the balance sheet date through the date of availability of the financial statements to be issued, March 29, 2022. The Company was authorized to transact business in the State of Texas on January 24, 2022. The Company is in the processing getting a limited-service restaurant site under a newly created subsidiary in the State of New Jersey on February 2022. Management has determined that none of the event occurring except the above after the date of the balance sheet substantially affects the amounts, presentation, and disclosure accompanying consolidated financial statements.

Consolidated Schedule of Operation

	2021	*(restated)* 2020
OPERATING EXPENSES:		
Advertising & marketing	$ 387,341	$ 163,014
Auto & local transportation	37,906	35,090
Bad debt expenses	-	90,031
Bank charges & credit card discounts	124,018	83,227
Commission	150,019	580,300
Communications	22,425	18,606
Consulting fees	532,877	-
Contribution	23,500	-
Depreciation & amortization *(Note 2)*	140,596	115,939
Dues & subscriptions	124,786	8,028
Employee benefits	206,128	151,842
Freight costs	1,345,492	471,600
Insurance	96,366	147,768
Lease expenses	8,848	9,330
Licenses & permits	14,895	7,333
Meals & entertainment	182,861	128,081
Miscellaneous	3,325	1,527
Office supplies & expenses	21,892	20,781
Outside service & temporary help	20,941	35,062
Payroll processing fees	9,706	9,902
Payroll taxes	242,105	172,322
Professional fees	295,854	185,888
Rent *(Note 10)*	875,081	737,934
Repairs & maintenance	203,363	139,130
Research & development	29,049	23,799
Royalty expenses *(Note 9)*	1,511,579	1,062,014
Salaries	2,317,383	1,686,833
Sanitation	57,723	60,809
Security expenses	-	-
Supplies	155,862	91,103
Taxes - property & rent	88,614	28,156
Travel	334,846	139,911
Uniforms & laundry	-	-
Utilities	179,643	156,215
TOTAL OPERATING EXPENSES	$ 9,745,024	$ 6,561,575

See Accompanying Notes to Consolidated Financial Statements

CONSOLIDATED FINANCIAL STATEMENTS

BBDOTQ USA, INC.
and its SUBSIDIARY

December 31, 2020 and 2019

(With Independent Auditors' Report)

Sung W. Seo
CPA, LLC

BBDOTQ USA, INC. & its Subsidiary
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Sung W. Seo CPA, LLC

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Independent Auditors' Report

To the Board of Director and Stockholders of BBDOTQ USA, Inc.:

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of BBDOTQ USA, Inc and its subsidiary (the 'Company") which comprise the balance sheet as of December 31, 2020 and 2019, and the related statements loss and retained 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 the 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.

Auditor's 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 from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's 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 Company'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 Company'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 accounting 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 audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BBDOTQ USA INC. and its Subsidiary 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.

Sung W. Seo CPA LLC
Edgewater, New Jersey
March 15, 2021

BBDOTQ USA, INC. & its Subsidiary
Consolidated Balance Sheets
December 31, 2020 and 2019

ASSETS	2020	2019
CURRENT ASSETS		
Cash & cash equivalents *(Note 2)*	$ 2,030,861	$ 612,304
Accounts receivable - net *(Note 2)*	940,091	356,188
Inventory *(Note 2)*	510,251	451,853
Prepaid expenses *(Note 4)*	12,862	30,084
Interest receivable	1,975	526
Loans to others	370,057	369,213
Other receivable	-	34,087
Total Current Assets	3,866,097	1,854,255
PROPERTY AND EQUIPMENT *(Note 2)*		
Machinery & equipments	430,655	383,136
Furniture & fixtures	107,567	96,855
Vehicles	50,280	12,905
Leasehold improvements	1,083,721	1,083,721
	1,672,223	1,576,617
Less: Accumulated depreciation	(404,259)	(294,749)
Total Property and Equipment	1,267,964	1,281,868
OTHER ASSETS		
Loans to franchisees	209,547	251,126
Lease acquisition costs - net *(Note 5)*	18,215	24,643
Deferred tax assets *(Note 12)*	964,427	497,620
Security deposits	262,200	261,200
Total Other Assets	1,454,389	1,034,589
TOTAL ASSETS	$ 6,588,450	$ 4,170,712

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiary
Consolidated Balance Sheets
December 31, 2020 and 2019

LIABILITIES & STOCKHOLDER'S EQUITY	2020	2019
CURRENT LIABILITIES		
Accounts payable *(Note 9)*	$ 1,517,749	$ 913,438
Accrued expenses	83,444	119,707
Taxes payable	205,949	30,450
Royalty payable *(Note 9)*	2,245,290	1,273,222
Interest payable	337,560	163,905
Other current liabilities	521,617	5,565
Total Current Liabilities	4,911,609	2,506,287
OTHER LIABILITIES		
Bank loan *(Note 6)*	150,000	-
Loan payable to parent *(Note 6)*	2,000,000	2,100,000
Total Liabilities	7,061,609	4,606,287
STOCKHOLDER'S EQUITY		
Common stock, no par value;	4,250,000	4,250,000
- 5,000,000 shares authorized		
- 4,250,000 shares issued and outstanding *(Note 7)*		
Noncontrolling interest in a subsidiary *(Note 8)*	227,800	612,696
Deficits	(4,950,959)	(5,298,271)
	(473,159)	(435,575)
TOTAL LIABILITIES & STOCKHOLDER'S EQUITY	$ 6,588,450	$ 4,170,712

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiary
Consolidated Statements of Loss and Deficit
December 31, 2020 and 2019

	2020	2019
REVENUE		
Franchise and license fee revenues *(Note 3)*	$ 2,612,790	$ 1,172,965
Product sales *(Note 14)*	8,405,511	9,215,535
Total Revenue	11,018,301	10,388,500
COST OF SALES		
Inventories - beginning	451,853	158,377
Purchases *(Note 9)*	4,741,704	3,972,411
Duties & freight-in	712,021	345,045
	5,905,578	4,475,833
Inventories - ending	(510,251)	(451,853)
Total Cost of Sales	5,395,327	4,023,980
GROSS PROFIT FROM SALES	5,622,974	6,364,520
OPERATING EXPENSES - Schedule	(6,779,759)	(7,424,464)
LOSS FROM OPERATION	(1,156,785)	(1,059,944)
OTHER INCOME & EXPENSES		
Interest income (interest expenses)	(167,363)	(138,986)
Loss on disposition of fixed assets	-	(53,112)
Consulting income	919,346	1,019,686
Miscellaneous	31,141	5,853
Total Other Income & Expenses	783,124	833,441
LOSS BEFORE PROVISION FOR INCOME TAXES	(373,661)	(226,503)
PROVISION FOR INCOME TAXES *(Note 2)*	336,077	(132,132)
NET LOSS	(37,584)	(358,635)
Less: Net loss attributable to noncontrolling interest	384,896	4,399
Net income attributable to controlling interest	347,312	(354,236)
REATAINED DEFICITS - beginning	(5,298,271)	(4,944,035)
RETAINED DEFICITS - ending	$ (4,950,959)	$ (5,298,271)

See Accompanying Notes to Consolidated Financial Statements

BBDOTQ USA, INC. & its Subsidiary
Consolidated Statements of Cash Flows
December 31, 2020 and 2019

	2020	2019
Cash flows from operating activities:		
Net Income (loss)	$ (37,584)	$ (358,635)
Adjustment to reconcile net income (loss) to net cash used in operating activities:		
Depreciation & amortization	115,939	134,818
Increase/Decrease in accounts receivable	(583,903)	(124,762)
Increase/Decrease in inventories	(58,398)	(293,476)
Increase/Decrease in prepaid expenses	17,222	10,556
Increase/Decrease in interest receivable	(1,449)	1,220
Increase/Decrease in other receivable	34,087	21,089
Increase/Decrease in deferred tax asset	(466,807)	119,410
Increase/Decrease in accounts payable	604,311	(74,954)
Increase/Decrease in accrued expenses	(36,263)	20,905
Increase/Decrease in taxes payable	175,499	(24,888)
Increase/Decrease in royalty payable	972,068	755,695
Increase/Decrease in interest payable	173,655	120,038
Increase/Decrease in other current liabilities	516,052	(36,415)
Loss on disposal of fixed assets	-	53,112
Net cash provided by operating activities	1,424,429	323,713
Cash flows from investing activities:		
Acquisition of new fixed assets	(95,607)	(78,411)
Increase/Decrease in loans to franchises	41,579	43,800
Increase/Decrease in loans to others	(844)	5,787
Proceeds from sales of assets	-	408,007
Increase/Decrease in security deposits	(1,000)	35,500
Net cash used in investing activities	(55,872)	414,683
Cash flows from financing activities:		
Bank loan	150,000	-
Loan from parent	(100,000)	(200,000)
Net cash provided by financing activities	50,000	(200,000)
Net increase(decrease) in cash	1,418,557	538,396
Cash, beginning of year	612,304	73,908
Cash, end of year	$ 2,030,861	$ 612,304
Supplemental cash flow disclosures :		
- Interest paid	$ 9,652	$ 31,997
- Income taxes paid	$ 12,887	$ 12,873

See Accompanying Notes to Consolidated Financial Statements

NOTE 1 – BUSINESS AND ORGANIZATION

BBDOTQ USA, INC. (the "Company") was incorporated under the laws of the State of New Jersey on August 19, 2014. The Company is a majority-owned subsidiary of GENESIS BBQ GLOBAL CO., LTD. (the "Parent Company"), incorporated under the laws of Korea.

The Company is authorized and qualified to transact interstate business in the State of New Jersey, New York, and North Carolina, having a principal place of business in the State of New Jersey.

The following entity is a subsidiary of BBDOTQ USA, INC. and all accounts are included in the consolidated financial statements.

Name of Entity	Jurisdiction	Date Established	% of Ownership
BBDOTQUSA KTOWN, INC.	New York	January 7, 2016	50%

The Company operates as a Franchisor of B.B.Q Chicken. Franchise revenues principally consist of royalties, as well as marketing fees, which are primarily based on a percentage of franchise revenue. Franchise revenue also includes initial franchise fees, which are recognized as revenue when a substantial performance of franchisor obligation is complete, which is generally when a franchised unit is opened. The principal business address of the Company is 2134 North Central Road, Fort Lee, NJ 07024.

BBDOTQUSA KTOWN, INC. commenced operation in the State of New York on November 24, 2016, as a full-service restaurant.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation:

The consolidated financial statements include the accounts of the Company and all subsidiaries, which are more than 50 percent owned or certain "variable interest entities" under accounting principles generally accepted in the United States of America. Inter-company items and transactions between companies included in the consolidation are eliminated, and unrealized inter-company profits in inventory and other assets are to be eliminated.

Basis of presentation:

The accompanying financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America (US" GAAP").

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. Management bases its estimates on historical circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. The most significant estimates include an allowance for doubtful accounts, inventory valuation and obsolescence, valuation and recoverability of long-lived assets including property and equipment, and income taxes. On a continual basis, management reviews its estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such reviews, and if deemed appropriate, those estimates are adjusted accordingly. Actual results could differ from those estimates.

Cash and Cash Equivalents:

Cash and cash equivalents include cash on hand. The company maintains cash in depository accounts at the FDIC insured banks.

Accounts Receivable:

Accounts receivable is presented on the balance sheet net of estimated uncollectible amounts. The Company analyzes the customer creditworthiness, accounts receivable balances, payment history, payment terms, and historical bad debt levels when evaluating the adequacy of its allowance for doubtful accounts. In instances whereas reserve has been recorded for a particular customer, future sales to the customer are conducted using either cash-on-delivery terms, or the account is closely monitored so that as agreed upon payments are received, orders are released; a failure to pay results in held or canceled orders. Individual uncollectible accounts are written off against the allowance when the collection of the individual accounts appears doubtful. The Company recorded the allowance for doubtful accounts of $46,575 for the year ended December 31, 2020.

Inventories:

Inventories are stated at cost on the first-in, first-out method. The Company monitors inventory quantities on hand and records write-downs and reserves for excess and obsolete inventories based primarily on the aging of the forecasted demand of its inventory, future products sales prices, pricing trends and margins. Actual inventory losses may differ from management’s estimates, and such differences could be material to the Company’s financial position, results of operations, and cash flows. The balance at December 31, 2020 are as follows:

Goods on hand	$	510,251
In-Transit		-
Total	$	510,251

Property and Equipment:

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is computed on a straight-line basis, over the estimated useful lives of the assets or, when applicable, the life of the lease, whichever is shorter. Costs of significant additions, renewals, and betterments are capitalized. When as an asset is sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts and the gain or loss on disposition is reflected in the consolidated statements of operations. Repairs and maintenance charged to operations when incurred.

Impairment of Long-Lived Assets:

Long-lived assets, such as property and equipment are assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Recoverability of assets to be held and used in measured by a comparison of the carrying amount of an asset group to the estimated undiscounted future cash flows expected to be generated by that group. If the carrying amount of an asset group exceeds its estimated undiscounted future cash flows, an impairment charge is recognized by writing down the carrying amount to the estimated fair value of the asset group, generally determined as discounted future net cash flows.

Concentrations of Credit Risk:

Financial instruments which potentially subject the Company to credit risk consist primarily of cash (the amounts of which, at times, may exceed Federal Deposit Insurance Corporation Limits on insurable amounts - $250,000 per depositor, per bank).

Revenue Recognition:

The Company recognizes sales revenue when title and risk of loss have been transferred to the customer, there is persuasive evidence of an arrangement, shipment and passage of title has occurred, the sales price is fixed or determinable and collectability is reasonably assured.

Income Taxes:

The current provision for income taxes is based on current federal and state statutory rates which are adjusted based on changes in tax laws and significant fluctuations in taxable income. Income taxes are accounted for under the asset and liability method. Under such method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Additionally, deferred tax assets and liabilities are measured using enacted tax rates expected to be applied to taxable

income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not such assets will be realized.

Recently Issued Accounting Standards:

On February 25, 2016, the FASB issued Accounting Standards Update No. 2016-02, Leases (Topic 842). The new guidance requires operating leases to recognize an asset and a lease liability by lessees.

This guidance affects any organization that enters into a lease, or sublease, with some specified exemptions (example: Lease of intangible assets) and is effective for fiscal years beginning after December 15, 2022, for the non-public business entity.

Subsequent Events:

The Company evaluates events occurring after the date of the balance sheet for potential recognition or disclosure in the financial statements (recognized subsequent events) as outlined in the ASC 885, Subsequent Events, Topic of the Financial Accounting Standards Board Accounting Standards Codification.

In addition, those items requiring disclosures (unrecognized subsequent events) in the financial statements have been disclosed accordingly.

NOTE 3 – FRANCHISING

In general, the Company's franchise agreements provide for the payment of a franchise fee for each opened franchised location. Franchisees pay continuing fees of 5 % of gross sales.

Initial franchise fees, which may be up to $40,000 are generally recognized when substantially all services or conditions relating to the franchise sale have been performed or satisfied by the Company. Services provided by the Company include assistance in site selection, personal training, and implementation of an accounting and quality control system.

NOTE 4 – PREPAID EXPENSES

As of December 31, 2020, expenses paid in advance of $12,862 is recorded as prepaid expenses and will be charged to appropriate expense accounts when incurred.

NOTE 5 – INTANGIBLE ASSETS

Lease Acquisition Cost: The Company paid commission to the agent to enter into sublease contract on June 30, 2015, for the business premise located at 25 W. 32nd St., New York, NY with the term of 8 years.

NOTE 6 – LOANS PAYABLE & BANK LOAN

Loan Payable at December 31, 2020 consists of the following:

Loan payable to parent company with an annual interest rate of 4.6%, payable on December 31, 2022	$1,300,000
Loan payable to parent company with an annual interest rate of 4.6%, payable on December 31, 2023	$ 700,000
EIDL loan payable to SBA with an annual interest rate of 3.75% Payable through May 29, 2050	$ 150,000

NOTE 7 – CAPITAL

The Company is authorized to issue 5,000,000 common shares with no par value and 4,250,000 common shares are issued and outstanding as of December 31, 2020.

NOTE 8 – NON-CONTROLLING INTEREST IN SUBSIDIARY

Effective March 30, 2017, the Company's subsidiary, BBDOTQUSA KTOWN, INC. issued 50,000 previously unissued shares of common stock to a third party in exchange for $ 1,000,000 in cash, reducing the Company's ownership interest in subsidiary BBDOTQUSA KTOWN, INC from 100 percent to 50 percent. Under the accounting principles generally accepted in the United States of America, a 50% ownership interest in an operating entity would be presented as the equity method. However, management believes that presenting the operating entity by consolidated financial statements provides greater clarity of the Company's financial position and operations.

		BBDOTQ USA, INC.		
	Total	**Accmulated Deficit**	**Common Stock**	**Non-controlling Interest**
Balance at December 31, 2018	$ (435,575)	$ (5,298,271)	$ 4,250,000	$ 612,696
Issuance of subsidiary shares to noncontrolling interest	0	-	-	0
Comprehensive income:				
Net income(loss)	(37,584)	347,312	-	(384,896)
Balance at December 31, 2019	$ (473,159)	$ (4,950,959)	$ 4,250,000	$ 227,800

NOTE 9 – RELATED PARTY TRANSACTIONS

a. Total purchases, including food items and related supplies, from the Parent Company is $1,335,873 and $980,896 for the years ended December 31, 2020 and 2019, respectively.

b. As of December 31, 2020, the Company has account payable to the Parent Company of $901,303, and loan payable of $2,000,000 to the Parent Company with annual interest rate of 4.6%.

c. Total royalty expenses to the Parent Company are $1,062,014 and $755,695 for the year ended December 31, 2020 and 2019, respectively.

NOTE 10 – LEASE COMMITMENTS

The Company's operating lease for the corporate office and retail locations. During 2020 and 2019, rent of $737,934 and $792,310, respectively, was expensed for these leases. The following is a schedule by year of future minimum rental payments required under this non-cancelable operating leases.

For the year ended December 31,	New Jesrsey Operating Leases	New York Operating Leases
2021	$ 94,395	$ 636,963
2022	47,895	656,072
2023		387,410
Total minimum lease payments	$ 142,290	$ 1,680,445

NOTE 11 – CONTINGENT LIABILITIES

The Company may from time to time be involved in various claims and legal actions arising in the ordinary course of business. As of the date of these financial statements, the future outcome cannot be estimated, and therefore, not reflected on current operation.

NOTE 12 – INCOME TAXES

Income taxes are accounted for in accordance with ASC 740, *Income Taxes*. The provision for, or benefit from, income taxes is calculated using the asset and liability method, under which deferred tax assets are recorded based on net operating loss ("NOL") carryforwards using enacted tax rates in effect for the year in which benefit is expected to be realized.

In accordance with ASC 740, the Company evaluates deferred tax assets to determine if a valuation allowance is required based on the consideration of all available positive and negative evidence using a "more likely than not" standard with respect to whether deferred tax assets will be realized. The Company's evaluation considers, among other factors, historical operating results, the expectation of future profitability, and the duration of the applicable statutory carryforward periods. The ultimate realization of deferred tax assets depends primarily on the ability of the Company to generate future taxable income.

In addition, the ability of the Company to utilize NOL carryforwards to reduce future federal taxable income and federal income tax is subject to various limitations under the Section 382 of Internal Revenue Code of 1986, as amended. The utilization of these carryforwards may be limited upon the occurrence of certain ownership changes, including the purchase or sale of stock by 5% stockholders, as defined in the Treasury regulations.

Income tax expense for the year ended December 31, 2020 consists of the current state taxes.

Deferred income taxes result from differences in the recognition of when the related asset is recovered or the related liability is settled for tax and financial reporting purpose. The principal source of these differences are state income taxes, net operating loss carryforwards, depreciation expenses and various accruals and reserves for items such as inventories and accounts receivables recorded on the financial statements.

The components of the net deferred tax assets recognized in the accompanying balance sheets at December 31, 2020 are as follows:

Deferred tax assets	$1,377,753
Valutation Allowance	413,326
Net deferred tax assets	$ 964,427

NOTE 13 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company values its assets and liabilities using the methods of fair value as described in ASC 820, *Fair Value Measurements and Disclosures*. Under the standard, the Company determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 established a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to active markets for identical assets and liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The three levels of the fair value hierarchy ate as follows:

Level 1 – Observable inputs such as quoted prices in active markets for identical assets or liabilities.

Level 2 – Inputs other than quoted priced that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active and amounts derived from valuation models where all significant inputs are observable in active markets.

Level 3 – Unobservable inputs reflect management's assumptions. For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivables and accounts payable; the fair values approximate carrying values due to their short-term maturities. The Company maintains policies and procedures to value instruments using the best and most relevant data available. With regard to Level 3 valuations (including instruments valued by third parties), the Company performs a variety of procedures to assess the reasonableness of the valuation.

NOTE 14 – BUSINESS SEGMENTS

The Company primarily operates as a Franchisor, and its subsidiary operates as a full-service restaurant and its product sales for the year ended December 31, 2020 consist of the follows:

Franchisor Revenue	$ 4,757,973
Restaurant Revenue	3,647,538
Total	$ 8,405,511

Intercompany transactions were eliminated

NOTE 15 – SUBSEQUENT EVENTS

Management has evaluated events and transactions occurring after the balance sheet date through the date of availability of the financial statements to be issued, March 15, 2021. The Company was authorized to transact business in the State of California on January 5, 2021., and began leasing an office space under the terms of operating leases with monthly rate of $2,610 and one-year term. Management has determined that none of the event occurring except the above after the date of the balance sheet substantially affects the amounts, presentation, and disclosure accompanying consolidated financial statements.

Consolidated Schedule of Operation

	2020	2019
OPERATING EXPENSES:		
Advertising & marketing	$ 163,014	$ 138,615
Auto & local transportation	35,090	41,757
Bad debt expenses	90,031	9,606
Bank charges & credit card discounts	83,227	160,587
Commission	580,300	546,882
Communications	18,606	25,968
Contribution	-	2,500
Depreciation & amortization *(Note 2)*	115,939	134,818
Dues & subscriptions	8,028	3,246
Employee benefits	151,842	114,762
Freight costs	471,600	363,934
Insurance	147,768	169,475
Lease expenses	9,330	4,574
Licenses & permits	7,333	25,009
Meals & entertainment	128,081	59,456
Miscellaneous	1,527	7,994
Office supplies & expenses	20,781	10,498
Outside service & temporary help	35,062	354,098
Payroll processing fees	9,902	9,868
Payroll taxes	172,322	230,621
Professional fees	185,888	353,453
Rent *(Note 10)*	737,934	792,310
Repairs & maintenance	139,130	159,368
Research & development	23,799	1,075
Royalty expenses *(Note 9)*	1,062,014	755,695
Salaries	1,905,017	2,237,431
Sanitation	60,809	6,122
Security expenses	-	777
Supplies	91,103	108,040
Taxes - property & rent	28,156	93,156
Travel	139,911	182,634
Uniforms & laundry	-	40,795
Utilities	156,215	279,340
TOTAL OPERATING EXPENSES	$ 6,779,759	$ 7,424,464

See Accompanying Notes to Consolidated Financial Statements

Exhibit B to the
BBDOTQ USA, Inc. Franchise Disclosure Document

FRANCHISE AGREEMENT

BBDOTQ USA, INC.

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE

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8 - Spousal Guaranty

BBDOTQ USA, INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), entered into on _____ _____, by and between BBDOTQ USA, Inc., a New Jersey corporation, with its principal address at 2134 North Central Road, Fort Lee, New Jersey, 07024 (herein referred to as "Franchisor", "we", "us" or "our"), and _____, a(n) _____ whose principal address is _____, and _____'s principal(s) _____, an individual residing at _____, and _____, an individual residing at _____ ("Principal(s)"), who shall be collectively referred to in this Agreement as "you", "your" or "Franchisee".

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of a quick service restaurant or an express version offering a menu specializing in fresh salads, premium sandwiches, chicken wings, grilled chicken, deep fried chicken proprietary sauces and spice mixes and sides such as calamari, waffle fries, and coleslaw, all under the name "bb.q Chicken" and operating using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "bb.q Chicken" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks");

WHEREAS, we and our affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a restaurant at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1

GRANT

1.1 Grant of Franchise

In reliance on your representations and warranties hereunder, we hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to operate a bb.q Chicken restaurant or an express version under the Marks and the System in accordance with this Agreement ("Restaurant", "Express" or "Franchised Business"). You have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to construct a Restaurant hereunder and not for the purpose of reselling the rights to develop the Restaurant hereunder. You understand and acknowledge that we have granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by, you and the Principals and that this Agreement and the rights and obligations hereunder may not be transferred until after the Restaurant is open for business to the public in accordance with Section 2.6, and then only in accordance with Article 16 hereof. You will offer and sell alcoholic beverages from your Restaurant, and you will comply with all applicable laws and licensing requirements related thereto, and, further, you will obtain any insurance coverages required relating to the offer and sale of alcoholic beverages.

1.2 Accepted Location

The specific street address of the Restaurant location accepted by us shall be set forth in Attachment 1 (or "Accepted Location"). You shall not relocate the Restaurant without our express prior written consent, which consent shall not be unreasonably withheld. This Agreement does not grant to you the right or license to operate the Restaurant or to offer or sell any products or services described under this Agreement at or from any other location.

1.3 Relocation

If you are unable to continue the operation of the Restaurant at the Accepted Location because of the occurrence of a force majeure event (as described in Section 17.1.3(e)), then you may request our approval to relocate the Restaurant to another location in the Territory, as that term is defined below, which approval shall not be unreasonably withheld. Any other relocation outside the Territory or a relocation of the Restaurant not caused by force majeure shall also be subject to our prior approval and we reserve the right to withhold approval of any proposed relocation outside of the Territory, in our sole discretion. If we elect to grant you the right to relocate the Restaurant, then you shall comply with the site selection and construction procedures set forth in Article 2, and you agree to pay us a relocation fee equal to twenty-five percent (25%) of the then-current initial franchise fee. We shall issue a revised Attachment 1, in accordance with Section 1.2, to reflect the new address of the Accepted Location.

1.4 Territory

Upon the execution of this Agreement, you will be assigned a designated territory (the "Territory") that will also be described in Attachment 1. Except as provided in this Agreement, and subject to your and the Principals' material compliance with this Agreement, any other agreement among you or any of your affiliates (defined for the purposes hereof as any entity that is controlled by, controlling or under common control with such other entity) and us, we shall not establish or authorize any other person or entity, other than you, to establish a Restaurant in the Territory during the term of this Agreement and any extensions hereof, so long as you are not in default under this Agreement or this Agreement has not been terminated. You acknowledge and understand that the rights granted hereunder pertain only to the establishment of a Restaurant. You acknowledge and agree that our affiliates currently operate, or may in the future operate,

restaurants under different marks and with operating systems that are the same as or similar to the System, and that any such restaurants might compete with your Restaurant. You further agree and acknowledge that the license granted hereby is only for the operation of one (1) Restaurant and only at a location approved by us, and only from within the Territory. Except as set forth in this Agreement, you are prohibited from service and soliciting customers outside of the Territory and from using alternative methods of distribution as more fully specified herein.

1.5 Our Reserved Rights

Except as expressly limited by Section 1.4, we and our affiliates retain all rights with respect to Restaurants, the Marks and the sale of any products and services outside of your Territory, including, without limitation, the right:

1.5.1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Territory, and under any terms and conditions we deem appropriate. "Alternative distribution channels" include, but are not limited to, the internet, catalog sales, grocery stores, club stores, telemarketing or other direct marketing sales;

1.5.2 to operate and to grant others the right to operate Restaurants located outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Restaurant;

1.5.3 to operate and to grant others the right to operate Restaurants at non-traditional sites within and outside the Territory under any terms and conditions we deem appropriate; and

1.5.4 the right to acquire and operate a business operating one or more restaurants or food service businesses located or operating in the Territory.

As used in this Agreement, "Non-Traditional Sites" shall include, without limitation, grocery stores, supermarkets, military bases, shopping malls, hotels, high school and college campuses, airports, train stations, travel plazas, toll roads, beaches, parks and other seasonal facilities, festivals and fairs, government buildings and establishments, office buildings, prisons, hospitals, convenience stores, mall food courts, cafeterias, commissaries, snack bars, casinos, sports or entertainment venues or stadiums, and retail restaurant locations being sublet under a lease to a master concessionaire, whether currently existing or constructed or established subsequent to the date hereof.

ARTICLE 2

SITE SELECTION, PLANS AND CONSTRUCTION

2.1 Your Responsibility to Locate a Site

You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Restaurant within the Territory, and for constructing and equipping the Restaurant at such site. You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Restaurant unless the site is accepted by us as set forth below. You acknowledge that the location, selection, procurement and development of a site for the Restaurant is your responsibility; that in discharging such responsibility you shall consult with real estate and other professionals of your choosing; and that our acceptance of a prospective site and the rendering of assistance in the selection of a site does

not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Restaurant operated at that site will be profitable or otherwise successful.

2.2 Site Selection

2.2.1 Prior to acquiring by lease or purchase a site for the Restaurant, but within sixty (60) days of the date this Agreement is executed, you shall locate a site for the Restaurant that satisfies the site evaluation guidelines provided to you by us pursuant to Section 5.1. You shall submit to us in the form specified by us, a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site evaluation guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Restaurant. You acknowledge and agree that our acceptance of a location for the Restaurant is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the location or that your Restaurant will be profitable. Our acceptance of a location for the Restaurant only signifies that the location has met our then-current minimum criteria for a bb.q Chicken Restaurant. You must provide us with a copy of the signed lease for your Restaurant location within ninety (90) days after you have signed this Agreement, failure to do so may result in the termination of this Agreement.

2.2.2 If you elect to purchase the premises for the Restaurant, you shall sign and submit our Site Evaluation Agreement, pay our Site Evaluation Fee, and deliver to us a copy of the proposed contract of sale to us for our written acceptance of the location prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution. If you will occupy the premises of the Restaurant under a lease or sublease, you shall sign and submit to us our Site Evaluation Agreement, pay our Site Evaluation Fee and submit a copy of the lease or sublease to us for written approval of location prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution. No lease or sublease for the Restaurant premises shall be accepted by us unless a Collateral Assignment of Lease, prepared by us and executed by us, you and the lessor or sublessor, in substantially the form attached as Attachment 2, is attached to the lease and incorporated therein. We shall have ten (10) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution.

2.2.3 After a location for the Restaurant is accepted by us and acquired by you pursuant to this Agreement, we shall set forth the Accepted Location and Territory on Attachment 1 hereof and shall provide a copy thereof to you. Attachment 1, as completed by us, shall be incorporated herein and made a part hereof. You shall notify us within fifteen (15) days of any error or rejection of Attachment 1; otherwise, Attachment 1 provided to you shall be deemed final.

2.3 Zoning Clearances, Permits and Licenses

You shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Restaurant premises. Prior to beginning the construction of the Restaurant, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Restaurant, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained. Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications.

2.4 Design of Restaurant

You must obtain any architectural, engineering and design services you deem necessary for the construction of the Restaurant at your own expense from an architectural design firm approved by us, which approval shall not be unreasonably withheld. You shall adapt the prototypical architectural and design plans and specifications for construction of the Restaurant provided to you by us in accordance with Section 5.3 as necessary for the construction of the Restaurant and shall submit such adapted plans to us for our review. If we determine, in our reasonable discretion, that any such plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within fourteen (14) business days of receiving such plans. If we fail to notify you of an objection to the plans within this time period, you may use such plans. If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable. We shall, upon a re-submission of the plans with such changes, notify you within fourteen (14) business days of receiving the resubmitted plans whether the plans are acceptable. If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans. You acknowledge that our review of such plans relates only to compliance with the System and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application.

2.5 Build-Out of Restaurant

You shall commence and diligently pursue construction or remodeling (as applicable) of the Restaurant. Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the location accepted for the Restaurant. Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises. During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be reasonably requested by us. In addition, we may make such on-site inspections as we may deem reasonably necessary to evaluate such progress. You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of the completed Restaurant. You acknowledge and agree that you will not open the Restaurant for business without our written authorization and that authorization to open shall be conditioned upon your strict compliance with this Agreement.

2.6 Opening Date; Time is of the Essence

You acknowledge that time is of the essence. Subject to your compliance with the conditions stated below, you shall open the Restaurant and commence business within six (6) months after the location for the Restaurant has been accepted by us, unless you obtain an extension of such time period from us in writing. You agree to open the Restaurant within three (3) days after our notification to you that the Restaurant is ready to be opened. The date the Restaurant actually opens for business to the public is herein called the "Opening Date". Prior to opening, you shall complete all exterior and interior preparations for the Restaurant, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and shall comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 6.2 through 6.7, to our reasonable satisfaction. If you fail to reasonably comply with any of such obligations, except for delay caused by a force majeure act as described in Section 17.1.3(e), we shall have the right to prohibit you from commencing business. Your failure to open the Restaurant and commence business in accordance with the foregoing shall be deemed an event of material default under this Agreement.

ARTICLE 3

TERM AND SUCCESSOR OPTION

3.1 Term

Unless sooner terminated as provided in Article 17 hereof, the term of this Agreement shall continue from the date stated on the first page hereof for a period of years (5) years (the "Initial Term").

3.2 Successor Option

Subject to the provisions of this Section, you shall have an option (exercisable only by written notice delivered to us less than nine (9) months, but more than six (6) months, prior to the end of the Initial Term of this Agreement) to enter into a successor term for the franchise hereunder for additional period of five (5) years, if:

3.2.1 you have been, throughout the Initial Term, in substantial compliance, and at the expiration of such Initial Term are in full compliance, with this Agreement, the lease and all other agreements between you and us or companies associated or affiliated with us;

3.2.2 you enter into the successor Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of franchises (which successor Franchise Agreement may materially differ from this Agreement, including a higher rate of fees, different methods of calculating fees due, and different payment methods, which shall be the same as those set out in the then-current franchise agreements being executed at the time the successor term begins);

3.2.3 you are able to maintain possession of the Premises for the Franchised Business (or at relocated Premises pursuant to Section 1.3 hereof) pursuant to a lease reasonably acceptable to us;

3.2.4 you refurbish, upgrade and/or renovate your Restaurant as we require in order that your Restaurant will meet our then-current standards and image for bb.q Chicken Restaurants;

3.2.5 the landlord of the Premises consents to a renewal or extension of the lease;

3.2.6 at the time the successor option is exercised and at the time such successor term commences, all monetary obligations to us and any affiliate of ours must be current and must have been current at all times during the preceding twelve (12) months;

3.2.7 you execute a general release running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders;

3.2.8 for your first successor term there is no successor agreement fee, for your second successor term, you shall pay to us a successor agreement fee equal to one hundred percent (100%) of our then-current initial franchise fee for a single unit franchise; and

3.2.9 Notwithstanding anything herein to the contrary, we reserve the right not to enter into a successor franchise agreement for your franchise as a result of a decision to withdraw from a marketing area or the Territory in which your Restaurant is located.

3.3 Refusal to Grant a Successor Term

We can refuse to grant you a successor term for your franchise if your lease, sublease or other document by which you have the right to occupy the Restaurant Premises is not extended to cover the period of the successor term before your successor term is to take effect or if you do not have a written commitment from your landlord to renew the lease or sublease for a period at least equal to the successor term. We may also refuse to grant you a successor term for your franchise under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to cure of any defaults incurred during the Initial Term, if applicable.

3.4 Successor Term Under Law

Even though we decline to grant you a successor term for your franchise, it is possible that we can be required to grant you a successor term under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your successor term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the successor period begins. If we are not then offering new franchises, your successor period will be subject to the terms in the Franchise Agreement that we indicate. If for any reason that is not allowed, the successor term will be governed by the terms of this Agreement.

3.5 Your Election Not to Sign a Successor Franchise Agreement

For the purposes hereof, you shall be deemed to have irrevocably elected not to enter into a successor franchise agreement (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then-standard Franchise Agreement and other ancillary documents required by us for a successor franchise, together with payment of our successor agreement fee, if applicable, within thirty (30) days after we have delivered them to you.

ARTICLE 4

FEES

4.1 Initial Franchise Fee

You shall pay to us an initial franchise fee of Thirty- Five Thousand Dollars ($35,000) for the right to establish a single Restaurant under a Franchise Agreement. If this Agreement is being executed pursuant to a Multi-Unit Franchise Agreement, then the Franchise Fee payable hereunder shall be as set forth in such Multi-Unit Operator Agreement and shall not be refundable.

4.2 Royalty Fees

During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing monthly royalty fee ("Royalty Fee") in an amount equal to five percent (5%) of Gross Sales. Such royalty fee shall be due and payable on the fifteenth (15^{th}) of each month via electronic funds transfer ("Accounting Period") based on the Gross Sales for the preceding month (the first such Accounting Period beginning on the Opening Date and ending on the Sunday that corresponds to the end of the then-current Accounting Period as determined in accordance with our Manuals). If the fifteenth (15^{th}) of any month is not a business day, then the Royalty Fee shall be due on the next business day. A business day for the purpose of this Agreement means any day other than Saturday, Sunday or the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you. In addition, if a state or local law in which the Restaurant is located prohibits or restricts in any way your ability to pay and our ability to collect Royalty Fees or other amounts based on Gross Sales derived from the sale of alcoholic beverages at the Restaurant then we and you shall increase the percentage rate for calculating Royalty Fees, and change the definition of Gross Sales to exclude sales of alcoholic beverages, in a manner such that the Royalty Fees to be paid by you, and received by us, shall be equal to such amounts as you would have been required to pay, and we would have received, if sales from alcoholic beverages were included in Gross Sales.

4.2.1 Each such Royalty Fee shall be preceded by a royalty report itemizing the Gross Sales for the preceding Accounting Period ("Royalty Report") and any other reports required hereunder. Notwithstanding the foregoing, you shall provide us with such Gross Sales information on the First Monday of each month following the Accounting Period (or next business day if the Monday is not a business day).

4.2.2 By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account each Accounting Period by electronic funds transfer ("EFT") in the amount of the Royalty Fee described above, together with the Brand Development Fee described below and any other continuing fees payable to us. Provided such day is a business day (and if not a business day, then on the next business day), such withdrawals shall be drawn on the fifteenth (15^{th}) of each month in the amount owed to us as evidenced by the Royalty Report for the preceding Accounting Period. If the Royalty Report has not been received within the time period required by this Agreement, then we may process an EFT for the Royalty Fee for the subject Accounting Period based on (a) information regarding your Gross Sales for the preceding Accounting Period obtained by us in the manner contemplated by Section 7.5.8 of this Agreement, or (b) the most recent Royalty Report provided to us by you; provided that if a Royalty Report for the subject Accounting Period is subsequently received and reflects (i) that the actual amount of the Royalty Fee due was more than the amount of the EFT by us, then we shall be entitled to withdraw additional funds through EFT from your designated bank account for the difference; or (ii) that the actual amount of the Royalty Fee due was less than the amount of the EFT by us, then we shall return the excess amount to you within five (5) business days of notice by you or discovery by us if the excess is greater than One Hundred Fifty Dollars ($150), if the excess withdrawn by us is One Hundred Fifty Dollars ($150) or less, then we will credit the excess amount to the payment of your future Royalty Fee obligations.

4.2.3 For the purposes of determining the Royalty Fees to be paid hereunder, "Gross Sales" shall mean the total selling price of all services and products and all income of every other kind and nature related to the Restaurant (including, without limitation, income and fees related to catering, carry-out and to the use of third-party delivery services, and any sales or orders of food products or food preparation services provided from or related to the Restaurant), whether for cash or credit and regardless of collection in the case of credit. In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination. Gross Sales shall expressly exclude the following:

(a) Receipts from the operation of any public telephone installed in the Restaurant, or products from vending machines located at the Restaurant, except for any amount representing your share of such revenues;

(b) Sums representing sales taxes collected directly from customers, based upon present or future laws of federal, state or local governments, collected by you in the operation of the Restaurant, and any other tax, excise or duty which is levied or assessed against you by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from

the Restaurant, provided that such taxes are actually transmitted to the appropriate taxing authority; and

(c) Proceeds from isolated sales of trade fixtures not constituting any part of your products and services offered for resale at the Restaurant nor having any material effect upon the ongoing operation of the Restaurant required under this Agreement.

We may, from time to time, authorize certain additional items to be excluded from Gross Sales. Any such permission may be revoked or withdrawn at any time in writing by us in our discretion. In addition to the foregoing, the following are included within the definition of Gross Sales:

i. The full value of meals furnished to your employees as an incident to their employment except that the value of any discounts extended to such employees may be credited against Gross Sales during the Accounting Period in which the meals were furnished for the purpose of determining the amount of Gross Sales upon which the Royalty Fee is due; and

ii. All proceeds from the sale of coupons, gift certificates or vouchers; provided that at the time such coupons, gift certificates or vouchers are redeemed the retail price thereof may be credited against Gross Sales during the Accounting Period in which such coupon, gift certificate or voucher is redeemed for the purpose of determining the amount of Gross Sales upon which the Royalty Fee is due.

4.3 Brand Development Fee

In addition to the Royalty Fee described in Section 4.2 above, you agree to pay to us a brand development fee in an amount equal to two percent (2%) of the Gross Sales of the Restaurant for each Accounting Period ("Brand Development Fee"). Such Brand Development Fee shall be contributed to a Brand Development Fund maintained by us, as described in Section 8.3 below. The Brand Development Fee is payable to us at the same time and in the same manner as the Royalty Fee.

4.4 Payments to Us

By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account each month by electronic funds transfer ("EFT") in the amount of the Royalty Fee, Brand Development Fee and any other payments due to us and/or our affiliates. You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder. Should any EFT not be honored by your bank for any reason, you agree that you shall be responsible for that payment plus a service charge applied by us and the bank, if any. You further agree that you shall at all times throughout the term of this Agreement maintain a minimum balance of Three Thousand Dollars ($3,000) in your bank account against which such EFTS are to be drawn for payments due hereunder. If payments are not received when due, late fees and interest may be charged by us in accordance with Section 4.5 below. Upon written notice to you, you may be required to pay Royalty Fees directly to us in lieu of EFT, at our sole discretion.

4.5 Late Fee; Interest on Overdue Amounts

If any amount payable to us hereunder is not received when due, or if any report you are required to submit to us pursuant to Article 11 is not provided within the required timeframe, we shall provide you with written notice warning you of the late payment or report and stating we may assess the past due fee. If the past due payment remains unpaid, or if the report still has not been furnished, after the third and final written notice to you, we will charge you One Hundred Dollars ($100) for each month the payment is past

due or the report is late. This fee is reasonably related to our costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to us under this Agreement for your failure to make payment and/or submit reports in accordance with the terms of this Agreement. If at any time, the assessment of the fee of One Hundred Dollars ($100) is deemed to be interest charged, required or permitted in excess of the maximum rate allowed by applicable law, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder, then such excess shall be repaid to the party that paid such amount. For payments that are not paid timely, we also may assess interest on the overdue amount, as described below.

You shall not be entitled to withhold payments due us under this Agreement on grounds of alleged non-performance by us hereunder. Any payment or report not actually received by us on or before its due date shall be deemed overdue. Time is of the essence with respect to all payments to be made by you to us. All unpaid obligations under this Agreement shall be handed over to our collection agency. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest is provided for herein, or shall be adjudicated to be so provided in this Agreement, the provisions of this paragraph shall govern and prevail, and neither you nor your Principals shall be obligated to pay the excess amount of such interest. If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest.

4.6 Training Fee

You shall pay to us a fee in the amount of Five Thousand Dollars ($5,000) for the initial training of two (2) individuals. This training fee covers the first and second rounds of our initial training program, as described more fully in Section 6.4. This fee is due to us before you and your trainee may attend the first round of initial training and is not refundable.

4.7 Payment of Additional Fees

You shall pay such other fees or amounts described in this Agreement.

ARTICLE 5

OUR OBLIGATIONS

We agree to provide the services described below with regard to the Restaurant. You understand and acknowledge that if we have an area representative in place for the area which includes your Territory, all or a portion of our obligations may be performed by such area representative.

5.1 Site Selection Assistance

We will provide our written site selection guidelines and such site selection assistance as we may deem advisable.

5.2 Prototype Design Plans

On loan, one (1) set of prototypical architectural and design plans and specifications for a Restaurant. You shall independently, and at your expense, have such architectural and design plans and specifications adapted for construction of the Restaurant in accordance with Article 2.

5.3 Confidential Operations Manual

On loan, one (1) set of Confidential Operations Manuals and such other manuals and written materials as we shall have developed for use in the Franchised Business (as the same may be revised by us from time to time, the "Manuals"), as more fully described in Section 10.1. The Manuals may, in our discretion, be provided electronically or via an intranet website for all bb.q Chicken Restaurants in the System.

5.5 Visits and Evaluations

Visits to the Restaurant and evaluations of the products sold and services rendered therein from time to time as reasonably determined by us, as more fully described in Section 7.5.6.

5.6 Marketing and Promotional Materials

Certain marketing and promotional materials and information developed by us and/or our affiliate shall be provided to you, from time to time, for use by you in local marketing for the Restaurant at a reasonable cost to you. We shall have the right to review and approve or disapprove all marketing and promotional materials that you propose to use, pursuant to Article 8.

5.7 Management and Operations Advice

Advice and written materials concerning techniques of managing and operating the Restaurant from time to time developed by us, including new developments and improvements in Restaurant equipment, food products and the packaging and preparation thereof and menu items.

5.8 Products for Resale

From time to time and at our reasonable discretion, at a reasonable cost, make available for resale to your customers certain merchandise identifying the System, such as logoed merchandise and memorabilia, in sufficient amounts to meet customer demand. We may specify that you must purchase such merchandise from us, our affiliate, or another designated supplier.

5.9 Approved Suppliers

A list of approved suppliers as described in Section 7.4 from time to time as we deem appropriate.

5.10 Initial Training Program

An initial training program for you or your General Manager and one (1) additional employee, as well as other training programs in accordance with the provisions of Sections 6.4.1, 6.4.2 and 6.4.4.

5.11 Brand Development Fund

Establishment and administration of a Brand Development Fund in accordance with Article 8.

ARTICLE 6

YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Use Commercially Reasonable Efforts

Each of you and the Principals covenants and agrees that they shall make all commercially reasonable efforts to operate the Restaurant so as to achieve optimum sales.

6.2 Representations of Corporate Entity

If you are a corporation, limited liability company, or partnership, you and the Principals represent, warrant and covenant that:

6.2.1 You are duly organized and validly existing under the state law of your formation;

6.2.2 You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification;

6.2.3 Your corporate charter, operating agreement, or written partnership agreement shall at all times provide that your activities are confined exclusively to the operation of the Restaurant, unless otherwise consented to in writing by us;

6.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within your corporate power, if you are a corporation, or if you are a limited liability company, permitted under your operating agreement, or if you are a partnership, permitted under your written partnership agreement and have been duly authorized by you;

6.2.5 If you are a corporation or a limited liability company, copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to the execution of this Agreement; or, if you are a partnership, copies of your written partnership agreement, other governing documents and any amendments thereto shall be furnished to us prior to the execution of this Agreement, including evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if such approval or consent is required by your written partnership agreement;

6.2.6 If you are a corporation, partnership or other form of legal entity other than an individual, the ownership interests in you are accurately and completely described in Attachment 3. Further, if you are a corporation, you shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you or, if you are a partnership or other form of legal entity, you shall maintain at all times a current list of all owners of an interest in the partnership or entity. You shall immediately provide a copy of the updated list of all owners to us upon the occurrence of any change of ownership and otherwise make your list of owners available to us upon reasonable written request;

6.2.7 If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any of equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to us that it is held subject to all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly held corporation. If you are a partnership or limited liability company, your written agreement shall provide that ownership of an interest in the entity is held subject to all restrictions imposed upon assignments by this Agreement;

6.2.8 You must have provided us with your most recent financial statements. Such financial statements present fairly your financial position, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended. You agree that you shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill your obligations

under this Agreement. Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on your financial statements.

6.2.9 You acknowledge and agree that the representations, warranties and covenants set forth above in Sections 6.2.1 through 6.2.8 are continuing obligations of you and the Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. You will cooperate with us in any efforts made by us to verify compliance with such representations, warranties and covenants.

6.3 General Manager; Restaurant Management

You shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Restaurant. The General Manager shall be responsible for the daily operation of the Restaurant and may be one of the Principals. The General Manager shall, during the entire period he serves as General Manager, meet the following qualifications:

6.3.1 The General Manager shall satisfy our educational and business experience criteria as set forth in the Manuals as defined herein or otherwise in writing by us;

6.3.2 The General Manager shall devote full time and best efforts to the supervision and management of the Restaurant;

6.3.3 The General Manager shall be an individual acceptable to us; and

6.3.4 The General Manager shall satisfy the training requirements set forth in Section 6.4. If, during the term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, you shall promptly notify us and designate a replacement within sixty (60) days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including completing all training and obtaining all certifications required by us). You shall provide for interim management of the Restaurant until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement. Any failure to materially comply with the requirements of this Section 6.3 shall be deemed a material event of default under Section 17.1.3(o) hereof.

In addition to the General Manager, you (if you are an individual) or one of your Principals owning at least a five percent (5%) interest in you shall be the operating partner for your Restaurant and shall participate in the daily operation of the Restaurant on a full-time basis. You shall retain such other personnel as is required to operate and manage the Restaurant.

6.4 Training

You agree that it is necessary to the continued operation of the System and the Restaurant that your personnel receive such training as we may reasonably require, and accordingly agree as follows:

6.4.1 Not later than thirty (30) days prior to the Opening Date, you or your General Manager and one (1) additional employee (for a maximum of two (2) persons) shall attend and complete, to our reasonable satisfaction, our initial training program, including classroom training and training in an operating Restaurant at such location(s) as may be designated by us. If you wish to send additional

employees to our initial training program, whether before your Restaurant opens or while your Restaurant is operating, you shall pay to us our then-current per-person fee assessed for any additional training we conduct.

We shall determine, in our reasonable discretion, whether you or the General Manager have satisfactorily completed initial training. If the initial training program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the General Manager, or (c) if we in our reasonable business judgment, based upon the performance of the General Manager, determine that the training program cannot be satisfactorily completed by any such person, you shall designate a replacement to satisfactorily complete such training. Any General Manager subsequently designated by you shall also receive and complete such initial training. We reserve the right to charge a reasonable fee for any initial training provided by us to any successor General Manager or any other Restaurant personnel for any initial training provided. You shall be responsible for any and all expenses incurred by you, your General Manager and other Restaurant personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and wages.

6.4.2 The first round of our initial training program includes five (5) days (four (4) nights) of training at our headquarters.

6.4.3 The second round of our initial training program includes two (2) weeks of training and on-site assistance around the opening of your Restaurant and shall be conducted by one (1) of our representatives. The timing and duration of our representative's visit will be determined by us. If our representative spends more than two (2) weeks at your Restaurant providing on-site assistance, you must pay our then-current per-person fee assessed for the additional training we conduct, and you must reimburse our representative's expenses for each additional day of assistance.

6.4.4 Upon your reasonable request or as we deem appropriate, we shall, during the term hereof, subject to the availability of personnel, provide you with additional trained representatives who shall provide on-site training and assistance to your Restaurant personnel. For this additional training and assistance, you shall pay our then-current per-person fee for each person receiving the additional training we conduct, plus the representative(s)' costs of travel, lodging, and meals.

6.4.5 We reserve the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Restaurant. Such training programs and seminars may be offered to you, the General Manager or other Restaurant personnel generally, and we may designate that such training programs and seminars are mandatory for you, your General Manager and other Restaurant personnel unless the absence is excused by us. We will present the training program at our cost, or we may use money from the Brand Development Fund to do this, but you must pay for your trainees' expenses, including travel, lodging, meals and applicable wages.

6.5 Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other bb.q Chicken Restaurant operators, which meetings shall not occur more frequently than annually. We shall not be required to hold such meetings until we believe it is prudent to do so. These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons. We reserve the right to designate that attendance at any franchisee meeting is mandatory for you and/or your General Manager unless the absence is excused by us. We may use money from the Brand Development Fund to pay for the cost of presenting the annual meeting. You shall pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages.

6.6 Compliance with Laws

You shall comply with all requirements of federal, state and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by your local or state government and any licenses or permits required to offer and sell alcoholic beverages.

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

6.7 Compliance with All Other Obligations

You shall comply with all other requirements and perform such other obligations as provided hereunder.

6.8 Spousal Guaranty

If any Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 8.

ARTICLE 7

FRANCHISE OPERATIONS

7.1 Compliance with Standards

You understand the importance of maintaining uniformity among all of the Restaurants and the importance of complying with all of our standards and specifications relating to the operation of the Restaurant.

7.2 Maintenance of Restaurant

You shall maintain the Restaurant in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point-of-sale or computer hardware and software systems), and décor as we may reasonably direct in order to maintain system-wide integrity and uniformity. You shall also obtain, at your cost and expense, any new or additional equipment (including point-of-sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new menu items from the Restaurant or to provide the Restaurant services by alternative means, such as through catering, carry-out or delivery arrangements. Except as may be expressly provided in the Manuals, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior décor items, fixtures or furnishings shall be made in or about the Restaurant or its premises without our prior written approval, which shall not be unreasonably withheld.

7.3 Remodeling and Redecorating

To assure the continued success of the Restaurant, you shall, upon our request, remodel and/or redecorate the Restaurant premises, equipment (including point-of-sale or computer hardware and software systems), signs, interior and exterior décor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Restaurant to our then-current system-wide standards and specifications. We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except that if the Restaurant franchise is transferred pursuant to Article 14, we may request that the transferee remodel and/or redecorate the Restaurant premises as described herein. If you fail or refuse to complete any maintenance, modernization or replacement we require, we have the right (but not the obligation) to enter your Restaurant premises and do the maintenance, modernization or replacement for you. If we do this, you must pay all costs related to our action plus an administrative fee equal to fifteen percent (15%) of the costs incurred.

7.4 Approved Suppliers

7.4.1 You shall comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic cash register and computer hardware and software systems) and other products used or offered for sale at the Restaurant. Except as provided in Sections 7.6 and 7.7 with respect to certain materials bearing the Marks and proprietary products, you shall obtain such items from suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet our then-current standards and specifications for food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at Restaurants and who possess adequate quality controls and capacity to supply your needs promptly and reliably; and who have been approved in writing by us prior to any purchases by you from any such supplier; and who have not thereafter been disapproved by us. Your failure to purchase and use items, ingredients, supplies, materials, fixtures, furnishings, and equipment from our approved suppliers only is a material default, and we have the right to terminate this Agreement if you purchase or use items from an unapproved supplier on three (3) or more occasions, whether or not any prior violation had been cured by you after notice by us.

7.4.2 If you desire to purchase, lease or use any products or other items from an unapproved supplier, you shall submit to us a written request for such approval, or shall request the supplier itself to do so. We reserve the right to require you or the supplier to reimburse our costs related to evaluation and testing. You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us. We shall have the right to require that our representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory designated by us, for testing. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. Nothing herein shall be construed to require us to approve any particular supplier.

7.5 Operation of Restaurant in Compliance with Our Standards

To ensure that the highest degree of quality and service is maintained, you shall operate the Restaurant in strict conformity with such of our methods, standards and specifications set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, you also agree:

7.5.1 To sell or offer for sale all menu items, products and services required by us and in the method, manner and style of distribution prescribed by us, including, but not limited to, dine-in services; with carry-out, catering or delivery services being required to be offered at your option only as expressly authorized by us in writing in the Manuals or otherwise in writing.

7.5.2 To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any menu items, products or services which we may, in our sole discretion, disapprove in writing at any time.

7.5.3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications; to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent.

7.5.4 To permit us or our agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from your inventory or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our reasonable specifications.

7.5.5 To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point-of-sale and computer hardware and software systems), décor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Manuals or otherwise in writing; and to refrain from installing or permitting to be installed on or about the Restaurant premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, décor items, signs, games, vending machines or other items not previously approved as meeting our standards and specifications. If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution. Our approval shall be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment.

7.5.6 To grant us and our agents the right to enter upon the Restaurant premises during normal business hours for the purpose of conducting inspections and quality assurance checks; to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from us or our agents and without limiting our other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Upon written notice from us of the quality assurance violation(s) cited as a result of the inspection, you shall pay to us the then-current fee per violation. You shall have ten (10) days to remediate the deficiencies, or we shall issue a second quality assurance violation notice. Should you, for any reason, fail to correct such deficiencies within a reasonable time (as determined by us) following the second quality assurance violation notice, we shall have the right to terminate this Agreement.

7.5.7 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may reasonably prescribe from time to time.

7.5.8 To install and maintain equipment and a telecommunications line in accordance with our specifications to permit us to access and retrieve by telecommunication any information stored on a point-of-sale system (or other computer hardware and software) you are required to utilize at the

Restaurant premises as specified in the Manuals, thereby permitting us to inspect and monitor electronically information concerning your Restaurant, sales results and such other information as may be contained or stored in such equipment and software. You shall obtain and maintain internet access or other means of electronic communication, as specified by us from time to time. It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement. We shall have access as provided herein at such times and in such manner as we shall from time to time specify.

7.5.9 To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices.

7.5.10 To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manuals or otherwise in writing. You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another bb.q Chicken Restaurant. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manuals or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other bb.q Chicken Restaurants and for making timely payment to us, other operators of bb.q Chicken Restaurants, or a third-party service provider for Gift Cards issued from the Restaurant that are honored by us or other bb.q Chicken Restaurant operators.

7.6 Proprietary Products

You acknowledge and agree that we and our affiliates have developed, and may continue to develop, for use in the System certain products which are prepared from confidential proprietary recipes and which are trade secrets of us and our affiliates, and other proprietary products bearing the Marks. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of such products. Accordingly, you agree that if such products become a part of the System, you shall use only our secret recipes and proprietary products and shall purchase all of your requirements for such products solely from us or from a source designated by us. You further agree to purchase from us or our designated supplier for resale to your customers certain merchandise identifying the System as we shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy your customer demand.

7.7 Marketing and Promotional Materials

You shall require all marketing and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Marks.

7.8 Complaints and Customer Dispute Resolution

You acknowledge our philosophy that exceeding customers' expectations is essential to your success as well as the reputation and success of the System and other System franchisees and that all System franchisees shall endeavor to go above and beyond expectations and generosity in all customer dealings. Accordingly, you agree to: (i) use your best efforts to ensure the complete satisfaction of each of your customers; (ii) apply the highest standards of customer service and use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; (iii) respond to customer

complaints in a courteous, prompt, and professional manner; (iv) use your best efforts to promptly and fairly resolve customer disputes; and (v) within twenty-four (24) hours of our request, provide to us a written summary of the dispute or complaint, including those involving food related illnesses, environmental, safety, or health violations, claims exceeding Five Hundred Dollars ($500), and any other claims against or losses suffered by you. You shall process and handle all consumer complaints connected with or relating to the Restaurant. If you fail to resolve a dispute with a customer, for any reason whatsoever, we, in our sole discretion and for the sole purpose of protecting the goodwill and reputation of the System and the Marks, may (but shall not be obligated to) investigate the matter and take such action as we may deem necessary or appropriate to resolve the dispute fairly and promptly, including, but not limited to, the issuance of a refund on your behalf. Within ten (10) days after receiving notice thereof, you shall reimburse us for any amounts refunded to a customer on your behalf. **You hereby authorize us to take payment of refunded amounts, at our option, via EFT.** Nothing contained in this Section or any other provision of this Agreement shall be construed to impose liability upon us to any third party for any action by you or obligation of yours.

You shall maintain for our inspection any governmental or trade association inspection reports affecting the Restaurant or equipment located in the Restaurant during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

7.9 Assignment of Numbers and Listings

At our request, you shall execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to us, your telephone numbers and listings; and provide us with passwords and administrator rights for all email, software, social media, or other such accounts used or created by you in order to operate the Franchised Business. Upon the expiration or termination of this Agreement, we may exercise our authority, pursuant to such documents, to obtain any and all of your rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business. You agree that you have no authority to and shall not establish any website or listing on the internet or world wide web without our express written consent, which consent may be denied without reason.

7.10 Unapproved Products and Services

In the event you sell any food, beverage, products, novelty items, clothing, souvenirs or perform any services that we have not prescribed, approved or authorized, or use any unapproved supplier, vendor or service provider, you shall, immediately upon notice from us: (i) cease and desist offering or providing the unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or from performing such services, or from using the unapproved supplier, vendor or service provider, and (ii) pay to us, on demand, a prohibited product or service fine equal to Five Hundred Dollars ($500) per infraction, cited by us, where such unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or service was offered or provided by you, or where such unapproved supplier, vendor or service provider was used by you. The prohibited product or service fine shall be in addition to all other remedies available to us under this Agreement or at law.

7.11 Customer Surveys; Mystery Shopper

You shall participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products. Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers. We reserve the right to maintain a mystery

shopper program, and we may use money from the Brand Development Fund to pay for this program. However, you shall be responsible to pay mystery shopper expenses for your Restaurant if (a) your Restaurant fails an evaluation by us or a mystery shopper service, or (b) the mystery shop is initiated related to a specific customer complaint. Such expenses may be payable directly to the mystery shopper service or as a reimbursement to us.

7.12 Pricing

With respect to the offer and sale of all menu and beverage items, we may from time-to-time offer guidance with respect to the selling price for such goods, products and services or we may determine the maximum selling prices for such menu and beverage items, and you shall be bound to adhere to any such recommended or required pricing. If you elect to sell any or all of your products or merchandise at any price recommended or required by us, you acknowledge that we have made no guarantee or warranty that offering such products or merchandise at the recommended or required price will enhance your sales or profits.

ARTICLE 8

MARKETING AND RELATED FEES

Recognizing the value of marketing and the importance of the standardization of marketing programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

8.1 Participation in Marketing

We may from time to time develop and create marketing and sales promotion programs designed to promote and enhance the collective success of all Restaurants operating under the System. You shall participate in all such marketing and sales promotion programs, including, but not limited to, prize contests, special offers and other promotions, in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you. You understand and acknowledge that any such promotion may be regional in nature and, therefore, not all franchisees in the System will participate in such promotion.

8.2 Local Marketing

In addition to the ongoing marketing contributions set forth herein, we recommend, but do not require, you to conduct local marketing ("Local Marketing") in your Territory to promote your Restaurant. If you choose to conduct Local Marketing, we recommend you spend at least two percent (2%) of Gross Sales each month. If you conduct Local Marketing, and if we request it, you shall provide proof of your Local Marketing expenditures, including verification copies of advertisements, to us within thirty (30) days of our request. Costs and expenditures incurred by you in connection with any of the following shall not be included in your expenditures on Local Marketing for purposes of this Section, unless approved in advance by us in writing:

8.2.1 Incentive programs for your employees or agents; including the cost of honoring any coupons distributed in connection with such programs;

8.2.2 Marketing research expenditures;

8.2.3 Food costs incurred in any promotion;

8.2.4 Salaries and expenses of any of your employees, including salaries or expenses for attendance at advertising meetings or activities;

8.2.5 Charitable, political or other contributions or donations;

8.2.6 In-store materials consisting of fixtures or equipment; and

8.2.7 Seminar and educational costs and expenses of your employees.

Notwithstanding the foregoing, you must participate in any promotional campaigns, prize contests, special offers and other promotions we specify. We may designate that these promotions are regional in nature, which means not every System franchisee is required to participate.

8.3 Brand Development Fund

We administer a Brand Development Fund for the purpose of advertising the System on a regional or national basis (the "Brand Development Fund"). You agree to contribute to the Brand Development Fund as described in Section 4.3 above. You agree that the Brand Development Fund shall be maintained and administered by us or our designee as follows:

8.3.1 We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Restaurants operating under the System. We may use monies from the Brand Development Fund to present refresher training programs, to present an annual meeting of our franchisees, or to conduct mystery shops. We shall, with respect to Restaurants operated by us, contribute to the Brand Development Fund generally on the same basis as you. In administering the Brand Development Fund, we and our designees undertake no obligation to make expenditures for you, which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising. We shall be entitled to reimbursement from the Brand Development Fund for our reasonable expenses in managing the Brand Development Fund, not to exceed fifteen percent (15%) of the Brand Development Fund.

8.3.2 You agree that the Brand Development Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; employing advertising agencies to assist therein; and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us). All sums paid by you to the Brand Development Fund shall be maintained in a separate account by us and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Brand Development Fund and advertising programs for franchisees and the System. The Brand Development Fund and its earnings shall not otherwise inure to our benefit except that any resulting technology or intellectual property shall be deemed our property. The Brand Development Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above.

8.3.3 A statement of the operations of the Brand Development Fund shall be prepared annually by us and shall be made available to you upon request. This statement of operations may be unaudited.

8.3.4 Any monies remaining in the Brand Development Fund at the end of any year will carry over to the next year. Although the Brand Development Fund is intended to be of perpetual duration, we may terminate the Brand Development Fund. The Brand Development Fund shall not be terminated, however, until all monies in the Brand Development Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

8.3.5 If we elect to terminate the Brand Development Fund, we may, in our sole discretion, reinstate the Brand Development Fund at any time. If we so choose to reinstate the Brand Development Fund, said reinstated Fund shall be operated as described herein.

8.4 Conduct of Marketing; Our Approval

All marketing and promotion by you in any medium shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manuals or otherwise. All advertising that you propose to use that incorporates our logos must first be approved by us. Unless we provide our specific approval of your advertising, it is deemed not approved. Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials.

We reserve the right to require you to include certain language on all marketing to be used locally by you, including, but not limited to, "Franchises Available" and reference to our telephone number and/or website.

8.5 Websites; Social Media

As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes, but is not limited to, internet and world wide web home pages. In connection with any Website, you agree to the following:

8.5.1 We shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, bb.q Chicken Restaurants and any or all of the products offered at Restaurants, the franchising of bb.q Chicken Restaurants, and/or the System. We shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we shall also have the right to discontinue operation of the Website.

8.5.2 We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your Restaurant, with such web page(s) to be located within our Website. You shall comply with our policies with respect to the creation, maintenance and content of any such web pages; and we shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page. You are required to pay any fees associated with the maintenance of your web pages on our Website.

8.5.3 You shall not establish a separate Website related to the Marks or the System without our prior written approval (which we shall not be obligated to provide). If approved to establish such a Website, you shall comply with our policies, standards and specifications with respect to the creation, maintenance and content of any such Website. You specifically acknowledge and agree that any such Website owned or maintained by you or for your benefit shall be deemed "marketing" under this Agreement and will be subject to (among other things) our approval under this Article 8.

8.5.4 We shall have the right to modify the provisions of this Section 8.5 relating to Websites as we shall solely determine is necessary or appropriate.

8.5.5 You understand and agree that you may not promote your Franchised Business or use any Mark in any manner on social and/or networking Websites, including, but not limited to, Facebook, LinkedIn, MySpace and Twitter, without our prior written consent.

8.6 Advisory Council

We reserve the right to establish an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, food products, and other items. If we choose to establish an advisory council, its members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees in the System. If established, the advisory council will act in an advisory capacity only and will not have decision making authority. We have the right to form, change, merge or dissolve any advisory council at any time. You understand and agree that if you participate in an advisory council, you shall pay any expenses you incur related to such participation, such as travel and living expenses to attend meetings.

8.7 Grand Opening Advertising

You agree to expend not less than Thirty Thousand Dollars ($30,000) on a grand opening advertising campaign to promote the opening of your Restaurant. You shall submit to us your grand opening advertising plan and budget not later than thirty (30) days before the Opening Date for our approval. If we do not receive your grand opening advertising plan when required, you must pay us the amount stated in this Section 8.7 for your grand opening advertising campaign, and we will conduct the grand opening advertising campaign on your behalf. If we do not receive your grand opening advertising plan when required, we also have the option of creating a grand opening advertising plan for you that you must then conduct.

ARTICLE 9

MARKS

9.1 Use of Marks

We grant you the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications.

9.2 Ownership of Marks; Limited License

You expressly understand and acknowledge that:

9.2.1 We are the owner or the licensee of the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them. All references herein to our right, title and interest in and to the Marks shall be deemed to include the owner's right, title and interest in and to the Marks.

9.2.2 Neither you nor any Principal shall take any action that would prejudice or interfere with the validity of our rights with respect to the Marks. Nothing in this Agreement shall give the you any right, title, or interest in or to any of the Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Restaurant and only at or from its accepted location or in approved marketing related to the Restaurant.

9.2.3 You understand and agree that the limited license to use the Marks granted hereby applies only to such Marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Marks.

9.2.4 You understand and agree that any and all goodwill arising from your use of the Marks and the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks.

9.2.5 You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Marks.

9.2.6 You acknowledge that any unauthorized use of the Marks shall constitute an infringement of our rights in the Marks and a material event of default hereunder. You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks.

9.2.7 If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, then you shall be obligated to comply with any such instruction by us. We shall not have any obligation in such event to reimburse you for your documented expenses of compliance. You waive any claim arising from or relating to any Mark change, modification or substitution. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

9.3 Limitation on Use of Marks

With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that:

9.3.1 Unless otherwise authorized or required by us, you shall operate and advertise the Restaurant only under the name "bb.q Chicken" without prefix or suffix. You shall not use the Marks, or any portions, variations, or derivatives thereof, as part of your corporate or other legal name and shall obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority.

9.3.2 During the term of this Agreement and any successor term hereof, you shall identify yourself as the independent owner of the Restaurant in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Restaurant or any delivery vehicle as we may designate in writing.

9.3.3 You shall not use the Marks to incur any obligation or indebtedness on our behalf;

9.3.4 You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

9.4 Notification of Infringement or Claim

You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark, of any claim by any person of any rights in any Mark, and you and the Principals shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim. We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks. We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that the conduct of you and the Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

9.5 Retention of Rights by Us

The right and license of the Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1:

9.5.1 To grant other licenses for use of the Marks, in addition to those licenses already granted to existing franchisees;

9.5.2 To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to you; and

9.5.3 To engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us.

ARTICLE 10

CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10.1 Confidential Operations Manuals

10.1.1 To protect our reputation and goodwill and to maintain high standards of operation under the Marks, you shall conduct your business in accordance with the Manuals, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business. You agree to keep the Manuals in a secure location at the Restaurant and if, at any time, you require an additional or replacement copy of any volume of the Manuals, you shall pay our then-current fee for such replacement.

10.1.2 You and the Principals shall at all times treat the Manuals, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 10. You

and the Principals shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Restaurant. You and the Principals shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above.

10.1.3 The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by us shall at all times remain our sole property, shall at all times be kept in a secure place on the Restaurant premises, and shall be returned to us immediately upon request or upon termination or expiration of this Agreement.

10.1.4 The Manuals, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement.

10.1.5 We may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. You shall remove and return to us all pages of the Manual that have been replaced or updated by us, if we provide the Manual to you in hard copy format. You expressly agree to comply with each new or changed standard.

10.1.6 You shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by us at our headquarters shall control.

10.2 Confidential Information

10.2.1 Neither you nor any Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to them or of which they may be apprised in connection with the operation of the Restaurant under the terms of this Agreement. You and the Principals shall divulge such confidential information only to such of your employees as must have access to it in order to operate the Restaurant. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which we provide to you in connection with this Agreement shall be deemed confidential for purposes of this Agreement. Neither you nor the Principals shall at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenants in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon you and each of the Principals.

10.2.2 You shall require and obtain the execution of covenants similar to those set forth in Section 10.2.1 from your General Manager and all other of your personnel who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment 4.

10.2.3 If you, the Principals, the General Manager or any of your employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of the Restaurant, you are required to promptly notify us and provide us with all necessary related information, without compensation. You and the Principals acknowledge that any such concept, process product, recipe, or improvement will become our property, and we may use or disclose such information to other franchisees as we determine to be appropriate.

10.3 Non-Competition

10.3.1 You and the Principals specifically acknowledge that, pursuant to this Agreement, you and the Principals will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and the Principals and your managers and employees. You and the Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Restaurant, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and the Principals and your managers and employees), you and the Principals covenant that with respect to you, during the term of this Agreement, except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, neither you nor any of the Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, 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 and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Restaurant, including a food service business which offers and sells the same or similar food products (a "Competitive Business").

10.3.2 With respect to you and each Principal, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of your or any Principals' interest in, this Agreement and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, neither you, nor any of the Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, 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 and the System.

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within a one-half (0.5) mile radius of the location of any Restaurant in the System.

10.3.3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose

a greater restraint than is necessary to protect our goodwill or other business interests. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you and the Principals expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) You and the Principals understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10.3, or any portion thereof, without their consent, effective immediately upon notice to you; and you and the Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19.2 hereof.

(b) You and the Principals expressly agree that the existence of any claims they may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section.

(c) Sections 10.3.1(b) and 10.3.2(b) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

10.3.4 You shall require and obtain execution of covenants similar to those set forth in this Section 10.3 (including covenants applicable upon the termination of a person's employment with you) from your General Manager and all other of your personnel who have received or will have access to training from us. Such covenants shall be substantially in the form set forth in Attachment 4. Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Attachment 4 or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10.3.4.

10.4 Failure to Comply

You and the Principals acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof. You and the Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available, and you and the Principals accordingly consent to the issuance of an injunction prohibiting any conduct by you or the Principals in violation of the terms of this Section. You and the Principals agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section.

ARTICLE 11

BOOKS AND RECORDS

11.1 Books and Records

You shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally

accepted accounting principles and in the form and manner prescribed by us from time to time in the Manuals or otherwise in writing.

11.2 Reports

In addition to the remittance reports required by Article 4 and Article 8 hereof, you shall comply with the following reporting obligations:

11.2.1 You shall, at your expense, submit to us, in the form prescribed by us, a profit and loss statement for each month (which may be unaudited) for you within fifteen (15) days after the end of each month during the term hereof. Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct;

11.2.2 You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year; we reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 11.3; and

11.2.3 You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing.

11.3 Inspections; Audits

11.3.1 We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Restaurant. You shall make such books and records available to us or our designees immediately upon request. If any required Royalty Fee or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4.5.

11.3.2. If our examination finds an understatement of Royalty Fees due by two percent (2%) or more, you shall reimburse us for the cost of such examination and pay to us the amounts due together with interest thereon at the rate provided herein. Such understatement may be considered a material default hereunder. Three (3) such understatements during the term of this Agreement may, at our option, be considered an incurable default and this Agreement is subject to termination as provided herein.

11.4 Correction of Errors

You understand and agree that our receipt or acceptance of any of the statements furnished or Royalty Fees and other fees paid to us (or the cashing of any checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you.

11.5 Authorization of Us

You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors

and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Restaurant. You authorize us to disclose data from your reports if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties, and you acknowledge and agree that such disclosure may include publishing of the financial performance of your Franchised Business in franchise disclosure document(s) issued by us following the Effective Date hereof..

11.6 We are Attorney-in-Fact

You hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business. This power of attorney shall survive the expiration or termination of this Agreement.

ARTICLE 12

INSURANCE

12.1 You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Restaurant.

12.2 Such policy or policies shall be written by a responsible carrier or carriers reasonably acceptable to us and duly licensed for the state in which the Restaurant is located, shall be written on an "occurrence" basis, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, the following: (1) comprehensive general liability, including broad form contractual liability, employment practices coverage, broad form property damage, personal injury, facilities, completed operations, products liability, automobile (covering all vehicles used in the delivery of products from the Restaurant, including owned, hired and non-owned vehicles), fire legal liability and liquor liability in the amount of Five Million Dollars ($5,000,000); (2) all risks coverage for full repair and replacement value of all of the equipment, fixtures and supplies used in your Restaurant with an agreed amount endorsement equal to one hundred percent (100%) of the property's value; (3) employer's liability, workers' compensation, dram shop, and any other insurance that may be required by statute or rule of the state or locality in which the Restaurant is located and operated; (4) business interruption insurance of at least fifty percent (50%) of your annual gross sales excluding payroll, including naming us as an additional insured and loss payee for Royalty Fees that would have been paid by you during the preceding twelve (12) month period; (5) any insurance coverages required by the terms of the lease for the Restaurant premises; and (6) any other insurance coverages we may require in the future. Such policies shall include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees.

12.3 In connection with any construction, renovation, refurbishment or remodeling of the Restaurant, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us.

12.4 Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement.

12.5 All general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

12.6 Not later than ten (10) days before the Opening Date, and thereafter thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder. All insurance policies required hereunder, with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions. Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies.

12.7 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice. The foregoing remedies shall be in addition to any other remedies we may have at law or in equity.

12.8 Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against your insurance policies.

12.9 We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Restaurant, and you agree to comply with any such changes, at your expense.

ARTICLE 13

DEBTS AND TAXES

13.1 Taxes

You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Article 15, you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not. You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority.

The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, or the exercise of rights granted pursuant to this Agreement.

13.2 Payments to Us

Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes.

13.3 Tax Disputes

In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.4 Compliance with Laws

You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

13.5 Notification of Action or Proceeding

You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

ARTICLE 14

TRANSFER OF INTEREST

14.1 Transfer by Us

We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Proprietary Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Proprietary Marks (or any variation thereof) and/or the loss of association with or identification of "BBDOTQ USA, INC." as Franchisor. Nothing contained in this Agreement shall require us to remain in the restaurant business or to

offer the same products and services, whether or not bearing the Proprietary Marks, in the event that we exercise our right to assign our rights in this Agreement.

14.2 Transfer by You

14.2.1 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of you and the Principals. Accordingly, neither you nor any Principal shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in you, in this Agreement, in the Restaurant and/or any of the Restaurant's material assets (other than in connection with replacing, upgrading or otherwise dealing with such assets as required or permitted by this Agreement), without our prior written consent. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

14.2.2 If you wish to transfer all or part of your interest in the Restaurant, any of the Restaurant's material assets (except as provided in Section 14.2.1 above) or this Agreement, or if you or a Principal wishes to transfer or permit a transfer of any ownership interest in you, then in each such case (any or all of which are referred to in this Article 14 as a "Restricted Transfer"), transferor and the proposed transferee shall apply to us for our consent. We shall not unreasonably withhold our consent to a Restricted Transfer. We may, in our sole discretion, require any or all of the following as conditions of our approval:

(a) All of the accrued monetary obligations of you or any of your affiliates and all other outstanding obligations to us arising under this Agreement or any other agreement shall have been satisfied in a timely manner and you shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(b) You and your affiliates shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or any of our affiliates at the time of transaction:

(c) The transferor and its Principals shall have executed a general release, in a form reasonably satisfactory to us, of any and all claims against us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations;

(d) The transferee shall demonstrate to our reasonable satisfaction that transferee meets the criteria considered by us when reviewing a prospective franchisee's application for a franchise, including, but not limited to, our educational, managerial and business standards; transferee's good moral character, business reputation and credit rating; transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience or otherwise); transferee's financial resources and capital for operation of the business; and the geographic proximity and number of other Restaurants owned or operated by transferee;

(e) The transferee shall enter into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement; and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as

applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements;

(f) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such successor terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for the Restaurant, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, the then-current System-wide Royalty Fee, Brand Development Fee or marketing expenditure requirement; provided, however, that the transferee shall not be required to pay any initial franchise fee;

(g) The transferee, at its expense, shall renovate, modernize and otherwise upgrade the Restaurant and, if applicable, any delivery vehicles to conform to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements which conform to the System-wide standards within the time period reasonably specified by us;

(h) The transferor shall remain liable for all of the obligations to us in connection with the Restaurant incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;

(i) At the transferee's expense, the transferee, the transferee's general manager and/or any other applicable Restaurant personnel shall complete any training programs then in effect for franchisees of Restaurants upon such terms and conditions as we may reasonably require;

(j) You shall pay to us a transfer fee equal to one hundred percent (100%) of the then-current initial franchise fee;

(k) If the transferee is a corporation, limited liability company or a partnership, the transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth at Article 6 as we request. Transferee shall provide to us evidence satisfactory to us that the terms of such Section have been satisfied and are true and correct on the date of transfer.

14.2.3 You shall not grant a security interest in the Restaurant or in any of your assets without our prior written consent, which shall not be unreasonably withheld. In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours.

14.2.4 You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder.

14.3 Transfer to a Corporation or Limited Liability Company

In the event you desire to operate the Franchised Business through a corporation or limited liability company formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements set forth at Section 14.2.2, except that the requirements set forth at Sections 14.2.2(c), 14.2.2(d), 14.2.2(f), 14.2.2(g), 14.2.2(i), 14.2.2(j) and 14.2.2(k) shall not apply. With respect to a transfer to a corporation formed for the convenience of ownership, you shall be the owner of all of the voting stock

or interest of the corporation and if you are more than one (1) individual, each individual shall have the same proportionate ownership interest in the corporation as he had in you prior to the transfer.

Additionally, the following conditions shall apply: (i) ownership of the corporation or limited liability company shall remain with the original Principal(s) of this Agreement; (ii) the Principals shall remain personally liable for the performance of all obligations under this Agreement and are not released from any obligations to us; (iii) the newly formed corporation or limited liability company shall conduct no business other than the Franchised Business; and (iv) copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to addition of your corporation or limited liability company as a "franchisee" under this Agreement. A transfer under this Section 14.3 may occur one (1) time only.

14.4 Our Right of First Refusal

14.4.1 If you wish to transfer all or part of your interest in the Restaurant or this Agreement or if you wish to transfer any ownership interest in you, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14, with respect to a proposed transfer.

(a) In the case of a Restricted Transfer involving a bona fide purchase offer, then such proposed seller shall promptly notify us in writing of each such offer and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the interest proposed to be transferred in the Restricted Transfer on the same terms and conditions offered by the proposed purchaser (the "Offer Terms"). In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. Our failure or refusal to exercise the option afforded by this Section 14.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14 with respect to a proposed transfer.

(b) Notwithstanding the provisions of Section 14.4.1(a) above, where the Restricted Transfer (alone or together with any other Restricted Transfer or event effected within the prior twenty-four (24) month period) results in a "Change of Control", we may elect, in our sole discretion, to treat the notice given pursuant to such Section 14.4.1(a) as an offer to assign to us all of your rights under

this Agreement and to the Restaurant (including lease and contract rights and other assets of you and your affiliates used in connection with the Restaurant, excluding the assets of your benefit plans) (collectively, the "Restaurant Interests"). As used in this Section 14.4.1(b), Change of Control means any circumstance resulting in one or more of your Principals ceasing to be a Principal and/or the addition of any new Principal. In such case, we shall notify you of the special election provided for in this Section 14.4.1(b) at the time we exercise our option as provided in Section 14.4.1(a). The terms of such purchase shall be the same as the Offer Terms (subject to the other provisions of this Section 14.4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of the Restaurant Interests, determined in a manner consistent with Section 18.11.1. As used herein, "Implied Market Price" shall mean an amount equal to the total price to be paid by the transferee under the Offer Terms, divided by the percentage (expressed as a decimal) of ownership of you proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 18.11.1) of any assets included in the Restricted Transfer that are not related to the Restaurant. If you have more than one (1) Restaurant, then the Implied Market Price shall, unless otherwise agreed by us and you, be allocated among all Restaurants equally.

(c) We may assign our rights under this Section 14.4 to any other person or entity, subject to Section 14.1 above.

(d) It shall be a material obligation of yours under this Agreement to cause any transferor and transferee described in this Article 14 to perform all of the obligations imposed on such persons under this Article 14.

14.4.2 In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs, and each shall pay one-half (1/2) of the appraisal fees. In the event that we exercise our right of first refusal herein provided, we shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us.

14.4.3 Failure to comply with the provisions of this Section prior to the transfer of any interest in you, the Restaurant or this Agreement shall constitute a material event of default under this Agreement.

14.5 Death or Disability

14.5.1 The grant of rights under this Agreement is personal to you, and on the death or permanent disability of you or any of your Principals, the executor, administrator, conservator or other personal representative of yours or of the deceased Principal, as the case may be, shall be required to transfer your or your Principal's interest in this Agreement within six (6) months from the date of death or permanent disability to a third party approved by us. Failure to transfer in accordance with the forgoing will constitute a material default and the franchise granted by this Agreement will terminate. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of the Franchised Business during the six (6) month period from its onset.

14.5.2 Upon the death or claim of permanent disability of you or any Principal, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days

of its occurrence. Any transfer under this Section 14.5 shall be subject to the same terms and conditions as described in this Article 14 for any *inter vivos* transfer.

14.5.3 Immediately after your death or permanent disability, or while the Restaurant is owned by your executor, administrator, guardian, personal representative or trustee, the Franchised Business shall be supervised by an interim successor manager satisfactory to us, or we, in our sole discretion, may provide interim management at a fee equal to ten percent (10%) of the Gross Sales generated by the Franchised Business during our operation thereof, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by us, pending transfer of the Restaurant to the deceased or disabled individual's lawful heirs or successors. If we provide interim management pursuant to this Section 14.5, you agree to indemnify and hold us and any of our representatives harmless from any and all acts which we may perform.

14.6 No Waiver of Claims

Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee.

ARTICLE 15

INDEMNIFICATION

15.1 Indemnification by You

You and each of the Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law us, our successors and assigns, their respective partners and affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them ("Indemnitees"), from all "losses and expenses" (as defined in Section 15.4.2 below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

15.1.1 The infringement, alleged infringement, or any other violation or alleged violation by you or any of the Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Article 10);

15.1.2 The violation, breach or asserted violation or breach by you or any of the Principals of any federal, state or local law, regulation, ruling, standard or directive or any industry standard;

15.1.3 Libel, slander or any other form of defamation of us, the System or any multi-unit operator, area representative or franchisee operating under the System, by you or by any of the Principals;

15.1.4 The violation or breach by you or by any of the Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between you or any of your affiliates and us and our Indemnitees; and

15.1.5 Acts, errors, or omissions of you, any of your affiliates and any of the Principals and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates in connection with the establishment and operation of the Restaurant, including, but not limited to, any acts, errors or omissions of any of the foregoing in the operation of any

motor vehicle. The parties understand and agree that we cannot and do not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, you or any employee, agent or independent contractor of yours and that the safe operation of any motor vehicle is, therefore, entirely your responsibility.

15.2 Notification of Action or Claim

You and each of the Principals agree to give us prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At the expense and risk of you and each of the Principals, we may elect to assume (but under no circumstance are we obligated to undertake) or appoint counsel of our own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation. Such an undertaking by us shall, in no manner or form, diminish the obligation of you and each of the Principals to indemnify the Indemnitees and to hold them harmless.

15.3 We May Settle

In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we in our reasonable judgment deem appropriate, consent or agree to settlements or take such other remedial or corrective action as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our reasonable judgment, there are reasonable grounds to believe that:

15.3.1 any of the acts or circumstances enumerated in Section 15.1.1 through 15.1.4 above have occurred; or

15.3.2 any act, error, or omission as described in Section 15.1.5 may result directly or indirectly in damage, injury, or harm to the System, any person or any property.

15.4 Losses and Expenses

All losses and expenses incurred under this Article 15 shall be chargeable to and paid by you or any of the Principals pursuant to your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity, or defense.

As used in this Article 15, the phrase "losses and expenses" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

15.5 Recovery from Third Parties

Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you or any of the Principals. You and each of the Principals agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from you or any of the Principals by the Indemnitees.

15.6 Survival of Terms

You and the Principals expressly agree that the terms of this Article 15 shall survive the termination, expiration or transfer of this Agreement or any interest herein.

ARTICLE 16

RELATIONSHIP OF THE PARTIES

16.1 Independent Licensee

You understand and agree that you are and will be our independent licensee under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your restaurant does not directly or indirectly vest in us the power to hire, fire or control any such employee.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your Restaurant and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Restaurant, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Restaurant.

You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Restaurant. Except as otherwise expressly authorized by this agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the bb.q Chicken.

16.2 Sole and Exclusive Employer of Your Employees

You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion are any such employee employed, jointly employed or co-employed by us. You further affirm and attest that each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever. You alone hire each of your employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/ /unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, which has no such authority or ability. You further attest and affirm that any minimum staffing requirements established by us are solely for the purpose of ensuring that your Restaurant is at all times staffed at those levels necessary to operate your Restaurant in conformity with the System and the products, services, standards of quality and efficiency, and other brand attributes known to and desired by the consuming public and associated with the Proprietary

Marks. You affirm, warrant and understand that you may staff your Restaurant with as many employees as you desire at any time so long as our minimal staffing levels are achieved. You also affirm and attest that any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate your Restaurant, and that you are entirely free to disregard our recommendations regarding such employee compensation. Moreover, you affirm and attest that any training provided by us for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of a Restaurant and in no fashion reflects any employment relationship between us and such employees. Finally, should it ever be asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, including (if necessary) appearing at any venue requested by us to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees). To the extent we are the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of you, should any such appearance by you be required or requested by us, we will recompense you the reasonable costs associated with your appearing at any such venue.

16.3 You are Not Authorized

You understand and agree that nothing in this Agreement authorizes you or any of the Principals to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of you or any of the Principals or any claim or judgment arising therefrom.

ARTICLE 17

TERMINATION

17.1 Automatic Termination – No Right to Cure

17.1.1 You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours; that non-performance of such obligations will adversely and substantially affect us and the System; and that our exercise of the rights and remedies set forth herein is appropriate and reasonable.

17.1.2 You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.1.3 You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default (except as otherwise stated below) effective immediately upon notice to you, upon the occurrence of any of the following events:

(a) If you operate the Restaurant or sell any products or services authorized by us for sale at the Restaurant at a location which has not been approved by us;

(b) If you fail to acquire an accepted location for the Restaurant within the time and in the manner specified in Article 2;

(c) If you fail to construct or remodel the Restaurant in accordance with the plans and specifications provided to you under Section 5.3 as such plans may be adapted with our approval in accordance with Section 2.5;

(d) If you fail to open the Restaurant for business within the period specified in Section 2.6 hereof;

(e) If you at any time cease to operate or otherwise abandon the Restaurant, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that this provision shall not apply in cases of Force Majeure (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire or other catastrophe or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event, for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation; such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which the Restaurant is not in operation;

(f) If you or any of the principals are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein;

(g) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Restaurant;

(h) If you or any of the Principals purport to transfer any rights or obligations under this Agreement or any interest in you or the Restaurant to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement;

(i) If you or any of your affiliates fail, refuse, or neglect promptly to pay any monies owing to us, or any of our affiliates or vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply);

(j) If you or any of the Principals fail to comply with the in-term covenants in Section 10.3 hereof or you fail to obtain execution of the covenants and related agreements required under Section 10.3.4 hereof within thirty (30) days following notice from us;

(k) If, contrary to the terms of Section 10.2.1 hereof, you or any of the Principals disclose or divulge any confidential information provided to you or the Principals by us, or fail to obtain execution of covenants and related agreements required under Section 10.2.2 hereof within thirty (30) days following notice from us;

(l) If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein;

(m) If you knowingly maintain false books or records, or submit any false reports to us;

(n) If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6;

(o) If you fail to propose a qualified replacement or successor General Manager within the time required under Section 6.3.4 following ten (10) days' prior written notice;

(p) If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) days following notice from us;

(q) If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein; provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default;

(r) If you or any of the Principals sell any products or use any items or equipment purchased from unapproved suppliers in the operation of the Restaurant on three (3) or more occasions, whether or not such violations had been cured by you after notice by us;

(s) If you or any of the Principals commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us;

(t) If your General Manager is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement General Manager;

(u) If you fail to comply with all applicable laws and ordinances relating to the Restaurant, including Anti-Terrorism Laws, or if your or any of your Principals' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your Principals otherwise violate any such law, ordinance, or regulation;

(v) If you fail to cure any quality assurance violation following a second written notice from us after an inspection and quality assurance check of the Restaurant.

17.2 Notice of Termination – 30 Days to Cure

Except as provided in Sections 17.1.2 and 17.1.3 of this Agreement, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least thirty (30) days prior to the effective date of termination. However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our reasonable or making a bona fide attempt to cure to our reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events:

17.2.1 If you fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us or fail to carry out the terms of this Agreement in good faith.

17.2.2 If you fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing.

17.2.3 If you fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement.

17.3 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.4 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your webpage on our Website, until such time as you correct the breach.

17.5 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

17.6 Reimbursement of Costs

You shall reimburse us for all costs and expenses, including but not limited to attorneys' fees, incurred by us as a result of your default, including costs in connection with collection of any amounts owed to us and/or enforcement of our rights under this Agreement.

ARTICLE 18

POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and:

18.1 Cease Operations

You shall immediately cease to operate the Restaurant under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of ours.

18.2 Stop Using the System

You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System; the mark "bb.q Chicken"; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Marks, and shall immediately change all paint colors, remove all of our proprietary or non-proprietary design items. You understand and acknowledge that we shall have the right, to be exercised in our sole discretion, to enter upon the premises of your Restaurant without liability for trespass or tort and to remove any signage or other items that display the Marks. If we elect to take this action, you shall reimburse all of our costs and expenses in so doing.

18.3 Cancellation of Assumed Names

You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Mark "bb.q Chicken" or any other service mark or trademark of ours, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

18.4 No Use of Similar Marks

You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition.

18.5 Payment of Sums Owed

You and the Principals shall promptly pay all sums owing to us. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of any default by you, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by you and on the premises operated hereunder at the time of default.

18.6 Payment of Damages, Costs and Expenses

You and the Principals shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us in connection with obtaining any remedy available to us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article 18.

18.7 Delivery of Manuals and Materials

You shall immediately deliver to us all Manuals, software licensed by us, records, files, instructions, correspondence, all materials related to operating the Restaurant, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Restaurant in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

18.8 Confidential Information

You and the Principals shall comply with the restrictions on confidential information contained in Article 10 of this Agreement and shall also comply with the non-competition covenants contained in Article 10. Any other person required to execute similar covenants pursuant to Article 10 shall also comply with such covenants.

18.9 Marketing and Promotional Materials

You shall also immediately furnish us with an itemized list of all marketing and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location. We shall have the right to inspect these materials. We shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials. Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us.

18.10 Assignment to Us

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at the Restaurant are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein.

18.11 Assignment of Lease

If you operate the Restaurant under a lease for the Restaurant premises with a third party or, with respect to any lease for equipment used in the operation of the Franchised Business, then you shall, at our option, assign to us any interest which we have in any lease or sublease for the premises of the Restaurant or any equipment related thereto. We may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to a successor option) expiration of this Agreement. In the event we do not elect to exercise our option to acquire the lease or sublease for the Restaurant premises or do not have such option, you shall make such modifications or alterations to the Restaurant premises as are necessary to distinguish the appearance of the Restaurant from that of other Restaurants operating under the System and shall make such specific additional changes as we may reasonably request. If you fail or refuse to comply with the requirements of this Section 18.11, we shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you agree to pay upon demand. Notwithstanding the provisions of this Section 18.11 to the contrary, in the event the lease is assigned to us, we hereby indemnify and hold harmless you and any guarantors under said lease, for any breach by us or our successors or assigns from any liability arising out of the lease for the Restaurant premises from and after the date of the assignment of lease.

18.12 Our Right to Purchase

18.12.1 Except as provided in Sections 18.9, 18.10 and 18.13, we shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from you any or all of the furnishings, equipment (including any electronic cash register or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Restaurant, at fair market value. We shall be purchasing your assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of our exercise of this option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs, and each shall pay one-half (1/2) of the appraisal fees. If we elect to exercise any option to purchase herein provided, we shall have the right to set off (i) all fees for any such independent appraiser due from you, (ii) all amounts due from you to us and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash.

18.12.2 In addition to the options described above and if you own the Restaurant premises, then we shall have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase the Restaurant premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies and inventory therein at fair market value. We shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If you do not own the land on which the Restaurant is operated and we exercise our option for an assignment of the lease, we may exercise this option for the purpose of purchasing the building if owned by you and related assets as

described above. If the parties cannot agree on fair market value within thirty (30) days of our exercise of this option, fair market value shall be determined in accordance with appraisal procedure described above.

18.12.3 With respect to the options described in Sections 18.11, 18.12.1 and 18.12.2, you shall deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which we deem necessary in order to perfect our title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.12.4 The time for closing of the purchase and sale of the properties described in Sections 18.12.1 and 18.12.2 shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date. The time for closing on the assignment of the lease described in Section 18.11 shall be a date no later than ten (10) days after our exercise of the option thereunder unless we are exercising our options under either Section 18.12.1 or 18.12.2, in which case the date of the closing shall be on the same closing date prescribed for such option. Closing shall take place at our corporate offices or at such other location as the parties may agree.

18.13 Restaurant Assets

Notwithstanding anything to the contrary contained in Sections 18.11 and 18.12, if you operate the Restaurant from a premises that is subleased to you by us, upon termination (or expiration if you do not enter into a successor franchise agreement) of this Agreement, we shall have the right to take immediate possession of all or a portion of the assets of the Restaurant, including any or all of the furnishings, equipment (including any point-of-sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Restaurant. We shall have a lien against all such assets in the amount of any amounts due to us under this Agreement or any other agreement. We shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title and interest to such assets, without conducting any public sale, by paying to you (or to any lender of yours who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to us by you at the time of termination. If the lien on the assets from your lender has priority over any lien of ours, and the amount of the lien is in excess of the appraised value of such assets, we shall have the right to deal directly with your lienholder, and to pay any amounts due to you directly to the lienholder. You agree to provide all further assurances, and to execute all documents required by us or by law to lawfully effect such transfer, and to perfect our security interest. We shall have the right to take such action without the execution of any further documents by you if you fail or refuse to comply with these further assurances.

18.14 Assignment of Options by Us

We shall be entitled to assign any and all of our options in this Section to any other party, without your consent.

18.15 Telephone Numbers, Internet Pages Listings, etc.

You, at our option, shall assign to us all rights to the telephone numbers of the Restaurant and any related internet pages trademark listing or other business listings and execute all forms and documents required by us and any telephone company at any time to transfer such service and numbers to us. Further, you shall assign to us all internet listings, domain names, internet accounts, advertising on the internet or world wide web, websites, listings with search engines, email addresses or any other similar listing or usage

related to the Franchised Business. Notwithstanding any forms and documents which may have been executed under Section 7.9, you hereby appoint us as your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. You shall thereafter use different telephone numbers, email addresses or other listings or usages at or in connection with any subsequent business conducted by you.

18.16 Liquidated Damages

If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average monthly Royalty Fee you paid and owed to us during the 12 month period immediately preceding termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

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

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your Principals agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE 19

MISCELLANEOUS

19.1 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by overnight delivery service or facsimile to the respective parties at the addresses set forth in the introductory paragraph of this Agreement until a different address has been designated by written notice to the other party.

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

19.2 Entire Agreement

This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between us and you and the Principals concerning the subject matter hereof and shall supersede all prior related agreements between us and you and the Principals; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

19.3 No Waiver

No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you or the Principals under this Agreement shall constitute a waiver by us to enforce any such right, option, duty or power against you or the Principals, or as to a subsequent breach or default by you or the Principals. Acceptance by us of any payments due to us hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by us of any preceding breach by you or the Principals of any terms, provisions, covenants or conditions of this Agreement.

19.4 Our Prior Approval

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us, and such approval or consent shall be obtained in writing.

19.5 No Warranty or Guaranty

We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

19.6 Continued Obligation to Pay Sums

If a Force Majeure event shall occur, then, in addition to payments required under Section 17.1.3(e), you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall continue to be indemnified and held harmless by you in accordance with Article 15. Except as provided in Section 17.1.3(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

19.7 Arbitration

Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation will be settled by binding arbitration in Bergen county, New Jersey under the authority of New Jersey Statutes. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in New Jersey Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association; to the extent such rules are not inconsistent with the provisions of this arbitration provision or the New Jersey Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or any non-extension or refusal of a successor term under any circumstances. Judgment upon the award of the

arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

19.8 Governing Law; Injunctive Relief

With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you and your Principals hereby irrevocably submit themselves to the jurisdiction of the courts of Bergen County, New Jersey. You and your Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You and your Principals hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New Jersey or federal law. You and your Principals further agree that venue for any proceeding relating to or arising out of this Agreement shall be Bergen county, New Jersey; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any state, provincial or federal court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under New Jersey law.

Notwithstanding anything to the contrary contained in Section 19.7 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we agree to contemporaneously submit its dispute for arbitration on the merits as provided herein.

You agree that we will not be required to post a bond to obtain any injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction if warranted upon due hearing. All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.

19.9 Agreement Regarding Governing Law and Choice of Forum

You, the Principals and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.8 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Each of you, the Principals and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.10 Waiver of Punitive Damages; Waiver of Jury Trial

You, the Principals and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of

punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

We and you irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of us against the other. Any and all claims and actions arising out of or relating to this Agreement, the relationship of you and us, or your operation of the Restaurant, brought by either party hereto against the other, whether in arbitration or a legal action, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

19.11 Execution in Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

19.12 Captions

The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

19.13 Survival of Terms

Any obligation of you or the Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of you or the Principals therein, shall be deemed to survive such termination, expiration or transfer.

19.14 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

19.15 Joint and Several Obligations

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by you in this Agreement shall be deemed, jointly and severally, undertaken by all of the Principals.

19.16 Rights and Remedies Cumulative

All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any

of your affiliates and us. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of our rights pursuant to Article 17 of this Agreement shall not discharge or release you or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

19.17 References

Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

19.18 No Rights or Remedies Except to the Parties

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement.

19.19 Effectiveness of Agreement

This Agreement shall not become effective until signed by an authorized officer of ours.

19.20 Modification of the System

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and changing, improving, modifying, or substituting other words or designs for, the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder.

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking

expenses, losses or damages caused thereby. You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

19.21 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

19.22 Step-In Rights

If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern.

We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights**,** you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

19.24 Consent to do Business Electronically

The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of New Jersey, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Addenda, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

ARTICLE 20

TECHNOLOGY

20.1 Computer Systems and Software

The following terms and conditions shall apply with respect to your computer system:

20.1.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among bb.q Chicken Restaurants, including without limitation: (a) back office and point-of-sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at bb.q Chicken Restaurants, between or among Restaurants, and between and among your Restaurant and us and/or you; (b) Point-of-Sale Systems; (c) physical, electronic, and other security systems; (d) printers and other peripheral devices; (e) archival back-up systems; and (f) internet access mode and speed (collectively, the "Computer System").

20.1.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs and accounting system software that you must use in connection with the Computer System ("Required Software"), which you shall install; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the tangible media upon which you shall record data; and (d) the database file structure of your Computer System.

20.1.3 You shall record all sales on computer-based point-of-sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("Point-of-Sale Systems"), which shall be deemed part of your Computer System.

20.1.4 You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may request in writing (collectively, "Computer Upgrades").

20.1.5 You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades. You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us.

20.1.6 In addition to the requirements of Article 4, you shall pay all fees, whether to us or to third party vendor(s), and expenses for technology required by this Agreement for operation of the Franchised Business, including but not limited to, all costs related to the Computer System, Required Software, and Computer Upgrades, digital menu displays, internet access, license fees, help desk fees, and licensing or user-based fees.

20.2 Data

We may, from time to time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Restaurant, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data pertaining to the Restaurant, and all data created or collected by you in connection with the System, or in connection with your operation of the Restaurant (including without limitation data pertaining to or otherwise concerning the Restaurant's customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we

will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement.

20.3 Privacy

You shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals ("Privacy") and shall comply with our standards and policies pertaining to Privacy. If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law.

20.4 Telecommunications

You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Intranet (as defined below), if any, and/or such other computer systems as we may reasonably require.

20.5 Intranet

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an "Intranet"). You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Intranet and utilizing the Intranet in connection with the operation of the Restaurant. The Intranet may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Intranet.

20.6 On-line Use of Proprietary Marks

You shall not use the Proprietary Marks, or any abbreviation or other name associated with us and/or the System as part of any email address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by email or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

20.7 No Outsourcing Without Prior Written Consent

You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us.

20.8 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to

technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose. You acknowledge and understand that this Agreement does not place any limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades.

ARTICLE 21

SECURITY INTERESTS

21.1 Collateral

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Restaurant, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Restaurant. All items in which a security interest is granted are referred to as the "Collateral".

21.2 Indebtedness Secured

The Security Interest is to secure payment of the following (the "Indebtedness"):

21.2.1 All amounts due under this Agreement or otherwise by you;

21.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

21.2.3 All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

21.2.4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any successor term or extension of this Agreement, whether or not you execute any extension agreement or successor instruments.

21.2.5 Our security interest, as described herein, shall be subordinated to any financing related to your operation of the Restaurant, including, but not limited to, a real property mortgage and equipment leases.

21.3 Additional Documents

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

21.4 Possession of Collateral

Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

21.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of New Jersey (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

21.6 Special Filing as Financing Statement

This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

ARTICLE 22

YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

22.1 Your Representations

You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement, that:

22.1.1 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Restaurant.

22.1.2 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed.

22.1.3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement.

22.1.4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

22.1.5 Neither you nor any of your Principals is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

22.1.6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

22.2 Your Acknowledgments

You shall acknowledge the truthfulness of the statements contained in Attachment 7 hereto. Your acknowledgments are an inducement for us to enter into this Agreement. You shall immediately notify us, prior to acknowledgment, if any statement in Attachment 7 is incomplete or incorrect

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:	FRANCHISOR:
_____	BBDOTQ USA, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 1 TO THE FRANCHISE AGREEMENT

ACCEPTED LOCATION AND TERRITORY

[If there is no Accepted Location on the Effective Date, insert: **ACCEPTED LOCATION ADDRESS AND TERRITORY TO BE DETERMINED AND INSERTED AFTER PREMISES IS IDENTIFIED BY YOU AND APPROVED BY US FOR THE bb.q CHICKEN RESTAURANT, IN ACCORDANCE WITH SECTIONS 1.2 AND 2.2 OF THE FRANCHISE AGREEMENT, IN THE SITE SEARCH AREA OF ___ _____.]

1. ACCEPTED LOCATION

Pursuant to Section 1.2 of the Franchise Agreement, the Restaurant shall be located at the following Accepted Location:

_____
_____
_____

2. TERRITORY:

Pursuant to Section 1.4 of the Franchise Agreement, the Territory shall be:

_____
_____

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 2 TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets over to BBDOTQ USA, INC., a New Jersey Corporation ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease" a copy of which is attached as Exhibit A respecting premises commonly known as _____. This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises.

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a bb.q Chicken Restaurant between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises. In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent. Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing. Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

ASSIGNEE:	ASSIGNOR:
BBDOTQ USA, INC.	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease:

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease;

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above;

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease;

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a bb.q Chicken Restaurant; and

(e) Consents to allow the Assignee to remove trademarks and signage from the premises the Lease demises, even if Assignee elects not to assume the Lease.

Dated:_____

_____

_____, Lessor

ATTACHMENT 3 TO THE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY

Name	**Percentage of Ownership**

ATTACHMENT 4 TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _____of _____ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from BBDOTQ USA, INC. (the "Company") to establish and operate a bb.q Chicken Restaurant or express version (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and accepted location: _____ (the "Accepted Location").

2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses which are quick service restaurants offering a menu specializing in fresh salads, premium sandwiches, chicken wings, grilled chicken, deep fried chicken, proprietary sauces and spice mixes and sides such as calamari, waffle fries, and coleslaw. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, recipes, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any food service business which: (a) is the same as, or substantially similar to, a Franchised Business; or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business (a "Competitive Business"); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 Franchisee's Territory, as defined in the Franchise Agreement ("Franchisee's Territory");

7.2 One-half (0.5) mile of Franchisee's Territory; or

7.3 One-half (0.5) mile of any Franchised Business operating under the System and the Proprietary Marks.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of New Jersey. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

_____
Signature

_____
Name

_____
Address

_____
Title

ACKNOWLEDGED BY FRANCHISEE

By:_____
Name:_____
Title:_____

ATTACHMENT 5 TO THE FRANCHISE AGREEMENT

ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO BBDOTQ USA, INC. ("COMPANY")

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's □ checking or □ savings account (select one) indicated below drawn by and payable to the order of BBDOTQ USA, INC. by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name:_____

City:_____ State:_____ Zip Code:_____

Transit/ABA Number:_____ Account Number:_____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request.

Depositor: (Please Print)

_____

_____

_____
Date Signed

_____

_____
Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

ATTACHMENT 6 TO THE FRANCHISE AGREEMENT

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date"), by and between BBDOTQ USA, Inc., a New Jersey corporation, with its principal place of business at 2134 North Central Road, Fort Lee, New Jersey, 07024 (the "Franchisor"), and _____ _____, a(n) _____, with its principal place of business located at _____, and _____'s principal(s), _____, an individual, residing at _____, and _____, an individual, residing at _____ ("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a bb.q Chicken Restaurant business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, use software, and use telephone listings linked to the bb.q Chicken brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Listings**

2.1 Interest in Websites, Social Media Accounts, Other Electronic Listings and Software. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, the right to hyperlink to certain websites and listings on various internet search engines, and the right to use certain software (collectively, "Electronic Advertising and Software") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, other listing agencies and software companies (collectively, the "Internet and Software Companies") with which Franchisee has Electronic Advertising and Software: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Software to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Software, Franchisee will immediately direct the Internet and Software Companies to terminate such Electronic Advertising and Software or will take such other actions with respect to the Electronic Advertising and Software as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet and Software Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Software to Franchisor, or alternatively, to direct the Internet and Software Companies to terminate any or all of the Electronic Advertising and Software;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet and Software Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet and Software Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet and Software Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and Software and/or Telephone Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet and Software Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet and Software Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey, without regard to the application of New Jersey conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 7 TO THE FRANCHISE AGREEMENT

FRANCHISEE ACKNOWLEDGMENT STATEMENT

You hereby acknowledge the following:

1. You have conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. You further acknowledge that, except as may be set forth in our Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to you by us and you and any and all Principals hereby waive any claim against us for any business failure you may experience as a franchisee under this Agreement.

_____
Initial

2. You have conducted an independent investigation of the business contemplated by this Agreement and understand and acknowledge that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of you and your efforts as an independent business operation.

_____
Initial

3. You agree that no claims of success or failure have been made to you prior to signing the Franchise Agreement and that you understand all the terms and conditions of the Franchise Agreement. You further acknowledge that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. You have no knowledge of any representations by us or our officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. You acknowledge that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. You represent, as an inducement to our entry into this Agreement, that you have made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. You expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. You acknowledge that our approval or acceptance of your Franchised Business' location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by us that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. You acknowledge that you have received the BBDOTQ USA, Inc. Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. You further acknowledge that you have read such Franchise Disclosure Document and understand its contents.

_____
Initial

8. You acknowledge that you have had ample opportunity to consult with your own attorneys, accountants and other advisors and that the attorneys for us have not advised or represented you with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. You, together with your advisers, have sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. You are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement(s), and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that we are also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that we do not warrant that such products will not be sold within your Territory by others who may have purchased such products from us.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, YOU AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF YOUR AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE BBDOTQ USA, INC., GENESIS BBQ GLOBAL CO., LTD AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY US IN OUR FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY YOU.

_____
Initial

Acknowledged this day of _____.

PRINCIPAL:

_____
Signature
Name:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

ATTACHMENT 8 TO THE FRANCHISE AGREEMENT

SPOUSAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on ____ _____ (the "Effective Date"), to BBDOTQ USA, Inc., a New Jersey corporation ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with _____ _____, a(n) _____, _____ _____ and _____(collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Article 10 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any obligations guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____
Signature
Name:_____
Address:_____
_____
_____

Exhibit C to the
BBDOTQ USA, Inc. Franchise Disclosure Document

MULTI-UNIT OPERATOR AGREEMENT

BBDOTQ USA, INC.

MULTI-UNIT OPERATOR AGREEMENT

MULTI-UNIT OPERATOR

DATE OF AGREEMENT

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ATTACHMENTS:

1 Certification by Multi-Unit Operator
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3 Exclusive Area

BBDOTQ USA, INC.

MULTI-UNIT OPERATOR AGREEMENT

THIS MULTI-UNIT OPERATOR AGREEMENT ("Agreement") is made and entered into this day of _____, between BBDOTQ USA, Inc., a New Jersey corporation, having its principal place of business at 2134 North Central Road, Fort Lee, New Jersey, 07024 ("we", "us" or "our"), and _____, an individual, residing at _____ _____ (hereinafter "you" or "your").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of a quick service restaurant or an express version offering a menu specializing in fresh salads, premium sandwiches, chicken wings, grilled chicken, fried chicken proprietary sauces and spice mixes and sides such as calamari, waffle fries, and coleslaw, all under the name "bb.q Chicken" and operating using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos.;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and ingredients; proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "bb.q Chicken" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks");

WHEREAS, we and our affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service; and

WHEREAS, you wish to obtain certain development rights to open and operate Restaurants operating under the Marks under the System within the Exclusive Area described in this Multi-Unit Operator Agreement.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows:

SECTION 1
GRANT

1.1 We hereby grant to you, pursuant to the terms and conditions of this Multi-Unit Operator Agreement, certain development rights ("Development Rights") to establish and operate _____ (_____) franchised Restaurants, and to use the System solely in connection therewith at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3.1 hereof, and pursuant to the schedule established in Attachment 2 of this Agreement (hereinafter "Minimum Performance

Schedule"). Each Restaurant developed hereunder shall be located in the area described in Attachment 3 of this Agreement (hereinafter "Exclusive Area").

1.2 Each Restaurant for which a Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between you and us in accordance with Section 3.1 hereof.

1.3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a Restaurant in the Exclusive Area during the term of this Agreement, provided you are not in default hereunder.

1.4 This Agreement is not a Franchise Agreement and does not grant to you any right to use the Marks or System.

1.5 You shall have no right under this Agreement to franchise others under the Marks or System.

SECTION 2
DEVELOPMENT FEE

2.1 In consideration of the development rights granted herein, you shall pay to us a development fee of _____ Thousand Dollars ($_____), due in a lump sum upon execution of this Agreement ("Development Fee"). The Development Fee is calculated as one hundred percent (100%) of the initial franchise fee for each Restaurant you commit to develop hereunder.

2.2 The initial franchise fee for each Restaurant to be developed hereunder is Thirty-Five Thousand Dollars ($35,000). You will execute the Franchise Agreement for the first Restaurant concurrently with your execution of this Agreement, and you will receive a credit of Thirty-Five Thousand Dollars ($35,000) from the Development Fee as payment in full of the initial franchise fee. Upon execution of each additional Franchise Agreement for a Restaurant to be developed hereunder, you will likewise receive a credit from the Development Fee to satisfy the initial franchise fees due.

2.3 The Development Fee shall be fully earned by us upon execution of this Agreement and is non-refundable. The Development Fee shall be for administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the Development Rights granted to you herein.

SECTION 3
SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3.1 You shall assume all responsibility and expense for locating potential sites for Restaurants and shall submit to us for our evaluation and approval, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasonably require, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site. We shall have thirty (30) days after receipt of such information and materials from you to approve or disapprove the site in our sole discretion If the site is approved, you will then be presented with the Franchise Agreement for execution.

3.2 Recognizing that time is of the essence, you agree to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Minimum Performance Schedule in a timely manner. Your failure to adhere to the Minimum Performance Schedule shall constitute a default

under this Agreement as provided in Section 9.1 hereof. Under no circumstances, however, may you open a Restaurant for business unless and until there is a fully executed Franchise Agreement in place for such Restaurant and the applicable initial franchise fee has been paid in full.

3.3 You shall exercise each Development Right granted herein only by executing a Franchise Agreement for each Restaurant at a site approved by us in the Exclusive Area as hereinafter provided within ten (10) days after receipt of said Franchise Agreement from us for the approved site and return same to us for our execution. The Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement. The Franchise Agreement for each additional Development Right exercised hereunder shall be the then-current Franchise Agreement, except that the Royalty and Creative Marketing Fees shall not increase and shall be the same as stated in the first Franchise Agreement executed, subject to any non-material changes therein which are required to be made by changes in any applicable law, regulation or ordinance in effect from time to time. In the event we do not receive the properly executed Franchise Agreement with the appropriate number of copies within said ten (10) days from delivery thereof to you, our approval of the site shall be void and you shall have no rights with respect to said site.

3.4 You acknowledge that the approval of a particular site for a Restaurant by us shall not be deemed to be an assurance or guaranty that the Restaurant will operate successfully or at a profit from such site.

3.5 You may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership, for the sole purpose of entering into a Franchise Agreement and operating the bb.q Chicken Restaurant pursuant thereto, provided that you shall also personally sign such Franchise Agreement as a principal.

SECTION 4
DEVELOPMENT RIGHTS AND OBLIGATIONS

4.1 Provided you are in full compliance with all the terms and conditions of this Agreement, including without limitation your development obligations described in Section 3.2, and you are in full compliance with all of your obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of Restaurants within the Exclusive Area, except the franchises that are granted to you pursuant to this Agreement and except as otherwise expressly provided in this Agreement.

4.2 Upon the termination or expiration of this Agreement, we and our affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Restaurants within the Exclusive Area subject only to the territorial rights granted to you with respect to Restaurants operated by you pursuant to the Franchise Agreements.

4.3 Except as expressly limited by Section 3.2 above, we and our affiliates retain all rights with respect to Restaurants, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right:

4.3.1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Restaurants and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Exclusive Area, and under any terms and conditions we deem appropriate. "Alternative distribution channels" include, but

are not limited to, the internet, catalog sales, grocery stores, club stores, telemarketing or other marketing methods;

4.3.2 to operate and to grant others the right to operate Restaurants located outside the Exclusive Area under any terms and conditions we deem appropriate and regardless of proximity to your Restaurants; and

4.3.3 to acquire and operate a business operating one or more restaurants or food service businesses located or operating in the Exclusive Area.

SECTION 5
RENEWAL

This Agreement shall not be subject to renewal; however, if you wish to purchase a new Exclusive Area and continue to develop Restaurants, we will, in good faith, negotiate a new Multi-Unit Operator Agreement with you.

SECTION 6
TERM AND RIGHT OF FIRST REFUSAL

6.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the date the last Restaurant is opened pursuant to the Minimum Performance Schedule established in Attachment 2.

6.2 If, following completion of the Minimum Performance Schedule, we determine that it is desirable to operate one or more additional Restaurants in the Exclusive Area, and provided you have timely complied with the Minimum Performance Schedule and are then in compliance with all terms and conditions of all Franchise Agreements, you shall have a right of first refusal to obtain the Development Rights to such additional Restaurant(s) upon such reasonable terms and conditions as are then determined by us including, but not limited to, the imposition of a new Development Fee and the payment of the then-current Initial Franchise Fee upon execution of the then-current Franchise Agreement. In such case, we shall advise you in writing of the terms and conditions for the acquisition of the Development Rights for such additional Restaurant(s). You must notify us in writing within sixty (60) days of the receipt of such notice whether you wish to acquire, in full, the Development Rights being offered. If you do not exercise this right of first refusal, in whole, we may, following the expiration of the sixty (60) day period, grant the Development Rights to such additional Restaurant(s) to any other person or persons on the same terms and conditions or we may elect to develop and construct any of such additional Restaurant(s).

SECTION 7
YOUR OBLIGATIONS

7.1 You acknowledge and agree that:

7.1.1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Restaurants and to submit the same to us for our approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by us to you of any rights to use the Marks, the System, or to open or operate any Restaurants within the Exclusive Area. You shall obtain the license to use such additional rights at each Restaurant upon the execution of each Franchise Agreement by both you and us and only in accordance with the terms of each Franchise Agreement.

7.1.2 The Development Rights granted hereunder are personal to you and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section 11 hereof.

7.1.3 Except as provided in Sections 6.1 and 6.2 hereof, the Development Rights granted hereunder are non-exclusive, and we retain the right, in our sole discretion:

(a) To continue to construct and operate other Restaurants and to use the System and the Marks at any location outside the Exclusive Area, and to license others to do so.

(b) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by us as Marks for use with different franchise systems for the sale of the different products or services not in connection with the System at any location, on such terms and conditions as we may deem advisable and without granting you any rights therein.

(c) To develop, merchandise, sell and license others to sell any of our products, proprietary or otherwise, presently existing or to be developed in the future, to the public through alternative distribution channels outside or inside of the Exclusive Area and to use the Marks in connection therewith.

7.1.4 You have sole responsibility for the performance of all obligations arising out of the operation of your business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation.

7.1.5 In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your business and that the operations of said business are separate and distinct from the operation of a bb.q Chicken Restaurant.

7.1.6 You shall at all times preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment. You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

7.1.7 You shall comply with all requirements of federal, state and local laws, rules and regulations.

7.1.8 You shall at no time have the right to sub-franchise any of your Development Rights hereunder.

7.1.9 In no event shall any Restaurant be opened for business unless and until a Franchise Agreement for such Restaurant has been fully executed and the initial franchise fee for such Restaurant has been paid in full.

SECTION 8
OUR SERVICES

We shall, at our expense, provide the following services:

8.1 Review your site selection for conformity to our standards and criteria for selection and acquisition of sites upon our receipt of your written request for approval thereof.

8.2 Provide you with standard specifications and layouts for the interior and exterior design, improvements, equipment, furnishings, décor and signs identified with the Restaurants as we make available to all multi-unit operators, area representatives and franchisees from time to time.

8.3 Review of your site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon our receipt of your written request for approval thereof.

8.4 Conduct on-site evaluations, as we deem advisable, as part of our evaluation of the site for a Restaurant.

8.5 Provide such other resources and assistance as may hereafter be developed and offered by us to our other multi-unit operators.

SECTION 9
DEFAULT AND TERMINATION

9.1 The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you without opportunity to cure the default, except where prohibited by any applicable state or federal law, whereupon this Agreement shall be terminated in accordance with the provisions of any such law:

9.1.1 If you shall, in any respect, fail to meet the Minimum Performance Schedule.

9.1.2 If you shall purport to effect any assignment other than in accordance with Section 11 hereof.

9.1.3 Except as provided in Section 11 hereof, if you attempt to sell, assign, transfer or encumber this Agreement prior to the time that at least twenty-five percent (25%) of the Restaurants to be constructed and opened for business in accordance with the Minimum Performance Schedule are, in fact, open or under construction.

9.1.4 If you make, or have made, any material misrepresentation to us in connection with obtaining this Multi-Unit Operator Agreement, any site approval hereunder, or any Franchise Agreement.

9.1.5 If you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement.

9.1.6 If you suffer a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Restaurant, and permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and you promptly resort to courts or forums of appropriate jurisdiction to contest such violation or legality.

9.1.7 If you are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein.

9.1.8 If any of you shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

9.1.9 If you or any of your affiliates cease to operate all of the Restaurants opened pursuant to the terms of this Agreement.

9.1.10 If you fail to comply with all applicable laws and ordinances relating to the Restaurants developed under this Agreement, including Anti-Terrorism Laws, or if your assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you otherwise violate any such law, ordinance, or regulation.

9.2 Upon occurrence of any of the events stated in this Section 9.2, we may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by us to you of any of such events, if such defaults are not cured within such period:

9.2.1 If you shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are our property except pursuant to, and in accordance with, a valid and effective Franchise Agreement.

9.2.2 If you violate any of the covenants as set forth in Section 12.1 of this Agreement.

9.2.3 If you shall fail to remit to us any payments pursuant to Sections 2 or 3 when same are due.

9.2.4 If you shall begin work upon any Restaurant at any site unless all the conditions stated in Section 3 hereof have been met.

9.2.5 If you fail to obtain our prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement.

9.2.6 If you default in the performance of any other obligation under this Agreement.

9.2.7 If you open any Restaurant for business before a Franchise Agreement for such Restaurant has been fully executed and the initial franchise fee due to us has been paid.

SECTION 10
OBLIGATIONS FOLLOWING TERMINATION

10.1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, you agree as follows:

10.1.1 To cease immediately any attempts to select sites on which to establish Restaurants.

10.1.2 To cease immediately to hold yourself out in any way as a multi-unit operator of ours or to do anything which would indicate a relationship between you and us.

10.2 No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or in equity.

SECTION 11
TRANSFER OF INTEREST

11.1 This Agreement is personal to you and you shall neither sell, assign, transfer nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without our prior written consent. You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered. The assignment or transfer of any interest, except in accordance with this Section shall constitute a material breach of this Agreement.

11.2 In the event of your death, disability or permanent incapacity, you (or your legal representative) may transfer all your interest to your spouse, heirs or relatives, by blood or marriage, with our consent, or if this Agreement was originally executed by more than one party, then to the remaining party(ies) who originally executed this Agreement, whether such transfer is made by your Last Will and Testament or by operation of law, provided that the requirements of Section 11 hereof have been met. In the event that your heirs do not obtain our consent as prescribed herein, your personal representative shall have a reasonable time to dispose of your interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

11.3 You have represented to us that you are entering into this Multi-Unit Operator Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder. Therefore, you agree that any attempt to assign this Agreement, prior to the time that at least twenty-five percent (25%) of the Restaurant(s) to be constructed hereunder are opened or under construction shall be deemed to be an event of default.

11.4 If you receive from an unaffiliated third party and desires to accept a bona fide written offer to purchase your business, Development Rights and interests, we shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information stated in this Section 11.4, to purchase such business, Development Rights and interests, including your right to develop sites within the Exclusive Area, on the same terms and conditions as offered by said third party. In order that we may have information sufficient to enable us to determine whether to exercise this option, we may require you to deliver to us certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request. If we decline, or do not accept the offer in writing within thirty (30) days, you may, within thirty (30) days from the expiration of the option period, sell, assign and transfer your business, Development Rights and interest to said third party, provided we have consented to such transfer as required by this Section 11. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by us or our nominee, as in the case of an initial offer. Our failure

to exercise the option afforded by this Section 11.4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer.

11.5 You acknowledge and agree that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, the System and the Marks, as well as our reputation and image, and are for the protection of us, you and other multi-unit operators, area representatives and franchisees. Any assignment or transfer permitted by this Section 11 shall not be effective until we receive a completely executed copy of all transfer documents, and we consent in writing thereto.

11.6 Except as provided in this Section 11, we agree not to unreasonably withhold our consent to a sale, assignment or transfer by you hereunder. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

11.6.1 All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

11.6.2 All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations are paid.

11.6.3 You are not in default hereunder.

11.6.4 We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

11.6.5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our standard form of Multi-Unit Operator Agreement, Franchise Agreements for all Restaurants open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit operators on the date of transfer.

11.6.6 You execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us. You also agree to subordinate any claims you may have against the transferee to us and indemnify us against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by us in the Franchise Disclosure Document given to the transferee.

11.6.7 You or transferee pay to us a transfer fee in the amount of fifty percent 50% of the then current initial franchise fee to transferees outside of the System, or twenty percent (20%) of the then current initial franchise fee to existing franchisees.

11.7 Death or Permanent Disability.

11.7.1 The grant of rights under this Agreement is personal to you, and on your death or permanent disability, the executor, administrator, conservator, or other personal representative of yours shall be required to transfer your interest in this Agreement within six (6) months from the date of death or permanent disability to a third party approved by us. Failure to transfer in accordance with the forgoing will constitute a material default and all that is granted by this Agreement will terminate. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing

continuous and material supervision of the operation of your bb.q Chicken outlet(s) and remaining Minimum Performance Schedule during the six (6)-month period from its onset.

11.7.2 Upon your death or your claim of permanent disability, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days of its occurrence. Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any *inter vivos* transfer.

11.7.3 Immediately after your death or permanent disability, or while the rights granted under this Agreement are owned by your executor, administrator, guardian, personal representative or trustee, your bb.q Chicken outlet(s) and remaining Minimum Performance Schedule shall be supervised by an interim successor manager satisfactory to us, or we, in our sole discretion, may provide interim management at a fee equal to ten percent (10%) of the gross sales generated by your bb.q Chicken outlet(s) during our operation thereof, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by us, pending transfer of your bb.q Chicken outlet(s) and remaining Minimum Performance Schedule to your lawful heirs or successors.

11.8 Our consent to a transfer by you or of any of the Development Rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

11.9 We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of "BBDOTQ USA, Inc." as Franchisor. Nothing contained in this Agreement shall require us to remain in the restaurant business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

SECTION 12
COVENANTS

12.1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training and confidential information, including, without limitation, secret recipes, information regarding the marketing methods and techniques of us and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity:

12.1.1 Divert or attempt to divert any business or client of the Franchised Business to any competitor, 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 and the System.

12.1.2 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any restaurant or food service business other than the Franchised Business (including any business operated by you prior to entry into this Agreement), which business is of a character and concept similar to the Restaurant, including a restaurant which offers and sells the same or similar food products (a "Competitive Business").

12.2 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, or upon transfer, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located within one-half (0.5) miles of any bb.q Chicken Restaurant in the System.

12.3 Subsections 12.1.3 and 12.2 of this Section shall not apply to ownership by you of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934, as amended.

12.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 12.

12.5 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 12.1 and 12.2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 16 hereof.

12.6 You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 12.

12.7 You acknowledge that any failure to comply with the requirements of this Section 12 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive relief prohibiting any conduct by you in violation of the terms of this Section 12. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise.

12.8 During the term of this Agreement, an officer or agent of ours shall have the right to inspect any Restaurant in which you have an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section 12 are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are not in full compliance with the terms of this Section, we shall give notice of such default to you, specifying the nature of such default. If you deny that you are in default hereunder, as specified by us, you shall have the burden of establishing that such default does not exist and shall give notice to us of your position within ten (10) days of receipt of the notice from us. Unless you so deny such default, you shall immediately take all steps to cure said default in a manner satisfactory to us.

SECTION 13
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, overnight delivery service or facsimile to the respective parties at the addresses set forth in the introductory paragraph of this Agreement unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing.

SECTION 14
INDEPENDENT LICENSEE AND INDEMNIFICATION

14.1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent licensee, and neither shall be responsible for the debts or liabilities incurred by the other.

14.2 You shall hold yourself out to the public to be an independent licensee operating pursuant to this Agreement. You agree to take such actions as shall be necessary to that end.

14.3 You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we assume no liability for, nor shall be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom. You shall indemnify and hold us and our officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with your activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by our actions or actions caused by the negligent acts of us or our agents.

SECTION 15
APPROVALS

15.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

15.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

SECTION 16
NON-WAIVER

No failure of ours to exercise any power reserved to us under this Agreement or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor shall any delay, forbearance

or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights, nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default.

SECTION 17
SEVERABILITY AND CONSTRUCTION

17.1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. The provisions of this Agreement shall be deemed severable.

17.2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement.

17.3 Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 11 hereof, any rights or remedies under or by reason of this Agreement.

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

17.5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement on your behalf.

17.6 This Agreement may be executed in triplicate, or such other number as is required, and each copy of the executed Agreement shall be deemed an original.

SECTION 18
ENTIRE AGREEMENT; APPLICABLE LAW

This Agreement, the documents referred to herein and the Attachments hereto constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and supersede any and all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement shall be interpreted and construed under the laws of the State of New Jersey, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within Passaic County, New Jersey.

SECTION 19
DISPUTE RESOLUTION

19.1 Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not

been settled through negotiation will be settled by binding arbitration in Passaic County, New Jersey under the authority of New Jersey Statutes. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the New Jersey Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the New Jersey Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

19.2 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you hereby irrevocably submit yourself to the jurisdiction of the courts of Passaic County, New Jersey. You hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You hereby agree that service of process may be made upon you in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by New Jersey or federal law. You further agree that venue for any proceeding relating to or arising out of this Agreement shall be Passaic County, New Jersey; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any state, provincial or federal court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under New Jersey law.

19.3 You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19.2 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

19.4 You and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

SECTION 20
TIMELY PERFORMANCE

You hereby acknowledge that your timely development of the Restaurants in the Exclusive Area in accordance with the Minimum Performance Schedule is of material importance to us and you. You agree, as a condition of the continuance of the rights granted hereunder, to develop and open Restaurants

within the Exclusive Area in accordance with the Minimum Performance Schedule, to operate such Restaurants pursuant to the terms of the Franchise Agreements and to maintain all such Restaurants in operation continuously. We agree to diligently act upon any request of or approval from you and any material delay in your ability to meet the Minimum Performance Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder. Further, a failure or delay in performance by any party to this Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage.

SECTION 21
ACKNOWLEDGMENTS

21.1 YOU ACKNOWLEDGE THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SUBSTANTIAL BUSINESS RISKS AND WILL BE TOTALLY AND COMPLETELY DEPENDENT UPON YOUR ABILITY AS AN INDEPENDENT BUSINESSPERSON. WE EXPRESSLY DISCLAIM THE MAKING OF, AND YOU ACKNOWLEDGE NOT HAVING RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

21.2 YOU ACKNOWLEDGE HAVING RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, THE ATTACHMENTS HERETO AND AGREEMENTS RELATING HERETO, IF ANY, AND THE DISCLOSURE DOCUMENT DELIVERED SIMULTANEOUSLY HEREWITH; AND WE HAVE ACCORDED YOU AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF YOUR OWN CHOOSING ABOUT THE POTENTIAL RISKS OF ENTERING INTO THIS AGREEMENT.

21.3 YOU ACKNOWLEDGE THAT YOU RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED OR ANY PAYMENT WAS MADE TO US OR OUR AFFILIATES.

21.4 YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NOT RELIED UPON ANY EARNINGS CLAIMS, SUCH AS ORAL OR WRITTEN STATEMENTS OR SUGGESTIONS, MADE BY ANY REPRESENTATIVE OF OR ANY OTHER PERSON PURPORTING TO BE ACTING ON OUR BEHALF REGARDING THE POTENTIAL FUTURE SALES, REVENUES OR PROFITS WHICH MAY BE DERIVED FROM OPERATION OF BB.Q CHICKEN RESTAURANTS OR DEVELOPMENT OF THE EXCLUSIVE AREA.

SECTION 22
EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by us.

-Remainder of page intentionally left blank-

The parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written.

MULTI-UNIT OPERATOR:

_____

Name:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

BBDOTQ USA, INC.
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT 1

CERTIFICATION BY MULTI-UNIT OPERATOR

The undersigned, personally and as Multi-Unit Operator, does hereby certify that he/she has conducted an independent investigation of the business contemplated by this Multi-Unit Operator Agreement and the Franchise Agreement, and that the decision to execute the Multi-Unit Operator Agreement was based entirely upon the independent investigation by the undersigned; and the undersigned further certifies that he/she has not relied upon, in any way, any claims regarding potential sales, income, or earnings to be derived from the business contemplated by the Franchise Agreement and Multi-Unit Operator Agreement, and has not relied upon any claims regarding past or current sales, income or earnings of Franchisor-operated "bb.q Chicken" Restaurants, except as may be included in Item 19 of the Franchise Disclosure Document heretofore provided to Multi-Unit Operator. The undersigned further certifies that he/she understands the risks involved in this investment and BBDOTQ USA, Inc. makes no representation or guaranty, explicit or implied, that the Multi-Unit Operator will be successful or will recoup his/her investment.

The undersigned has signed, sealed and delivered this Certificate this day of _____ _____.

_____
Name:_____

_____
Name:_____

_____
Name:_____

BBDOTQ USA, INC.
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT 2

MINIMUM PERFORMANCE SCHEDULE

The Agreement authorizes and obliges Multi-Unit Operator to establish and operate _____ (__) "bb.q Chicken" Restaurants pursuant to a Franchise Agreement for each Restaurant. The following is Multi-Unit Operator's Minimum Performance Schedule:

Minimum Cumulative Number of Franchise Agreements for Restaurants to be located and Operating Within the Exclusive Area	By this Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total:_____

APPROVED:
MULTI-UNIT OPERATOR:

_____
Name:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

BBDOTQ USA, INC.
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT 3

EXCLUSIVE AREA

The following describes the Exclusive Area within which Multi-Unit Operator may locate "bb.q Chicken" Restaurants under this Agreement:

APPROVED:

MULTI-UNIT OPERATOR:	FRANCHISOR: BBDOTQ USA, INC.
_____	
Name:_____	By:_____ Name:_____ Title:_____

Exhibit D to the
BBDOTQ USA, Inc. Franchise Disclosure Document

LIST OF FRANCHISEES

(as of December 31, 2021)

CALIFORNIA	
Alhambra Yooshin Corp 560 West Main Street Alhambra, California 91801 562-292-2693	*Buena Park* BBQ Mid-West Inc 5260 Beach Boulevard Buena Park, California 90621 714-994-1111
Cerritos STP Food Inc 11322 South Street Cerritos, California 90703 562-403-2556	*Chino Hills* VHC Grow Inc. Hyunsoo Kim & Bruce Lee 3330 Grand Avenue, Suite D Chino Hills, California 91709 714-336-8352
Apple Park Gogigo, Inc 10815 North Wolf Road, Suite 105 Cupertino, California 95014 714-336-8352	*Cypress* Hyeokhwan Kwon 4065 Ball Road Cypress, California 90630 714-886-2412
Eastvale TwoDads Inc 14315 Limonite Avenue, #230 Eastvale, California 92880 626-831-7730	*Fullerton* BBQ OC, Inc. 2323 East Chapman Avenue, Unit C Fullerton, California 92831 714-357-5797
Gardena Kabod SP, Inc 1743 West Artesia Boulevard Gardena, California 90248 714-552-5500 *Transferred from Del Shine Corp - June 2021*	*Hacienda Heights* Phillip & Mike Inc 17110 Colima Road, Suite C Hacienda Heights, California 91745 626-295-2122
Irvine Genesis New Irvine 1 Inc. 2750 Alton Parkway, #111 Irvine, California 92614 917-647-8089	*Irvine Cypress Village* R BBQ Chicken Cypress Village Inc* 14161 Jeffrey Road Irvine, California 92620 949-400-9603
Northpark R BBQ Chicken NorthPark Inc* 3901 Irvine Boulevard Irvine, California 92602 949-400-9602	*Quail Hill* R BBQ Chicken Quail Hill Inc* 6875 Quail Hill Parkway, #6601 Irvine, California 92603 949-400-9604
Lomita Suprimm Inc 2383 Lomita Boulevard Lomita, California 90717 310-734-9882	*LA KTown* Go Investment Group 3450 West 6th Street Los Angeles, California 90020 213-739-1047

Lttl Tokyo Go Food Inc 442 East 2nd Street Los Angeles, California 90012 323-989-9000	*Sawtelle* Go Foods West LA, Inc. 2131 Sawtelle Boulevard Los Angeles, California 90025 213-999-6016
Northridge HDNR Corporation 18431 Nordhoff Street, #2 Northridge, California 91325 818-280-3811	*Rancho Cucamonga* Chang Lee 12740 Foothill Boulevard Rancho Cucamonga, California 91739 909-803-0474
Convoy Bethel G&M Inc 4344 Convoy Street, Suite Q San Diego, California 92111 858-922-7212	*Temple City* BGBA Inc 5709 Rosemead Boulevard Temple City, California 91780 562-292-2693
Tustin HHMC Retail Management Inc 13681 Newport Avenue, Suite 10 Tustin, California 92780 714-852-3430	
CONNECTICUT	
New Haven Syk Enterprise Inc 56 Whitney Avenue New Haven, Connecticut 06510 917-617-2719	
FLORIDA	
East Colonial Ono Brands, LLC 1246 East Colonial Drive Orlando, Florida 32803 407-694-1084	
GEORGIA	
Doraville BBQ Olive Chicken Inc. 5805 Buford Highway, Suite 2 Doraville, Georgia 30340 551-265-9939	*Duluth* L&K Cuisine Inc Woo Young Lee 3530 Mall Boulevard, Suite B Duluth, Georgia 30096 678-615-7180
Suwanee WM Global Enterprise Inc Woo Young Lee 2870 Lawrenceville-Suwanee Road Suwanee, Georgia 30024 770-883-8106	

ILLINOIS	
Arlington Heights J&D Mowa Inc 4216 North Arlington Heights Road Arlington Heights, Illinois 60004 847-912-4999	*Chicago Chinatown* Tealicious Inc 2026 South Clark Street, Unit G Chicago, Illinois 60616 312-624-9650
Edgewater Beach Isshin Inc. 1103 West Bryn Mawr Avenue Chicago, Illinois 60660 510-381-5070	*Lincoln Park* Tealicious LP LLC 1337 West Fullerton Avenue Chicago, Illinois 60614 224-402-5299
Niles BBQ Chicken-Niles Inc* 9106 West Golf Road Niles, Illinois 60714 847-912-4999	*O'Fallon* KO BBQ Inc Kijung Lee 1334 Central Park Drive, Suite 6 O'Fallon, Illinois 62269 618-589-9909
Schaumburg BBQ Chicken Schaumburg Inc* 247 West Golf Road Schaumburg, Illinois 60195 847-912-4999	*Spring Grove* BBQ Chicken Spring Grove LLC* 2020 North US Highway 12, Suite D Spring Grove, Illinois 60081 847-912-4999
Vernon Hills Moms BBQ Chicken Inc 701 North Milwaukee Avenue, Unit 348 Vernon Hills, Illinois 60061 847-504-6585	*Waukegan* BBQ Chicken Corp 554 North Green Bay Road Waukegan, Illinois 60085 224-944-0411
KANSAS	
Overland Park Young and Top LLC Steve Young 13611 Metcalf Avenue Overland Park, Kansas 66223 913-814-3735	
MARYLAND	
Catonsville Magic Tea LLC Qi Tang Zhang Inside the Hub 6510 Baltimore National Pike, Suite 5C Catonsville, Maryland 21228 667-802-5177	*Greenbelt* CSJ Corporation 7557 Greenbelt Road Greenbelt, Maryland 20770 301-5123-6921
Pike & Rose Sweet PR LLC 967 Rose Avenue North Bethesda, Maryland 20852 301-335-3843	*Rockville* J&K Entertainment Inc. Jimin Park & Kyoung Han 9712 Treville Gateway Drive Rockville, Maryland 20850 571-382-8676

MASSACHUSETTS	
Allston Allston BBQ LLC 182 Harvard Avenue Boston, Massachusetts 02134 617-903-3359	*Kenmore* JSM 636 Group Inc 636 Beacon Street Boston, Massachusetts 02215 617-290-0588
NEVADA	
Las Vegas Republic Asian Profoods Inc. Shanghai Plaza 4276 Spring Mountain Road, Suite 103-A Las Vegas, Nevada 89102 702-227-2449	*Las Vegas Silverado Ranch* Praferosa Franchise Group Corp 1110 East Silverado Ranch Boulevard, #120-130 Las Vegas, Nevada 89183 702-478-8032
NEW JERSEY	
Cherry Hill Eddie Zheng* 706 Haddonfield Road, Suite 5 Cherry Hill, New Jersey 08002 215-833-8197	*Cliffside Park* Keo Boo Kee Corp 651 Anderson Avenue Cliffside Park, New Jersey 07010 201-941-1107
Closter TKJC LLC 570 Piermont Road, Unit C10 Closter, New Jersey 07624 201-259-9894	*Edison* bbq chicken Edison LLC 1199 Amboy Avenue Edison, New Jersey 08837 908-510-0909
Fort Lee Fort Lee BBQ Chicken, LLC 1400 Anderson Avenue Fort Lee, New Jersey 07024 201-849-5562	*Marlton* Frozen Boba LLC 125 NJ 73 Marlton, New Jersey 08053 646-229-5028
Old Tappan Andrew Hong LLC 216 Old Tappan Road Old Tappan, New Jersey 07675 201-664-0024	*Palisades Park* Yuwon Corp. 10 East Edsall Boulevard Palisades Park, New Jersey 07650 201-450-6123
Paramus H-Mart BBQ Chicken Paramus LLC 60 NJ-17 Paramus, New Jersey 07652 201-294-4339	
NEW YORK	
Albany JC F&B Inc 301 Central Avenue Albany, New York 12206 518-650-6930	*Brooklyn* Eddie Zheng* 773 59th Street Brooklyn, New York 11220 917-362-8194
Flushing Lee & Lim, LLC 158-23 Northern Boulevard Flushing, New York 11358 516-306-3234	*Hartsdale* K-Yori Corp. Suk Ho Lee 357 North Central Avenue Hartsdale, New York 10530 201-543-1033

H-Mart Columbia Hana Mart Columbia Corp. 2828 Broadway New York, New York 10025 646-952-0442	*H-Mart NYU* M2M Alumni Hall Corp. 39 3rd Avenue New York, New York 10003 646-596-7755
Rochester HRC F&B Inc 510 Monroe Avenue Rochester, New York 14607 315-439-3186	
NORTH CAROLINA	
Arboretum BBQ Chicken Charlotte Inc 8206 Providence Road, Suite 1600 Charlotte, North Carolina 28277 980-585-9802	
PENNSYLVANIA	
Elkins Park BBQ Chicken II Inc More Food Court 7320 Old York Road, #204 Elkins Park, Pennsylvania 19027 201-294-4339	*North Wales* BOAZ LLC 1222 Welsh Road, Unit B7 North Wales, Pennsylvania 19454 215-368-3821
PA CNTown BOAZ LLC 938 Race Street Philadelphia, Pennsylvania 19107 201-294-4339	*Upper Darby* BBQ Chicken II Inc 7034 Terminal Square Upper Darby, Pennsylvania 19082 215-768-3560
RHODE ISLAND	
Brown Wooma Cho 272 Thayer Street Providence, Rhode Island 02906 401-751-1234	
TEXAS	
Arlington Wings For Days LLC 1827 South West Green Oaks Boulevard, #101 Arlington, Texas 76017 682-323-8449	*Highland Village* SJDJ LLC 6929 Airport Boulevard, #158 Austin, Texas 78752 512-344-9014
Carrollton LJ Kitchen LLC 2625 Old Denton Road, #582 Carrollton, Texas 75007 469-717-0999	*Westheimer* Hana BBQ LLC Jongho Chon* 8383 Westheimer Road, #114 Houston, Texas 77063 832-767-0245
Katy Terea, Inc. 1519 South Mason Road Katy, Texas 77450 832-226-8565 *Transferred from Hana BBQ LLC - February 2021*	*Plano* HBBQ Chicken Inc.* 2001 Coit Road, Suite #164 Plano, Texas 75075 972-972-8890

Plano Preston K1Y1 LLC *(formerly K2Y2 LLC)* 8240 Preston Road, #130 Plano, Texas 75024 972-841-3298	*Plano Spring Creek* JIH Enterprise, Inc. 121 West Spring Creek Parkway, #311 Plano, Texas 75023 972-439-7917 *Transferred from Min & Tim, LLC - August 2021*
Richardson Happy Wing LLC 1312 East Belt Line Road Richardson, Texas 75081 972-373-4719	
VIRGINIA	
Ashburn BBQChicken Ashburn, LLC 43801 Central Station Drive, #150 Ashburn, Virginia 20147 804-380-9737	*Centreville* BBQ Centreville Inc. 14109 Saint Germain Drive Centreville, Virginia 20121 703-463-1515
Falls Church Cresco Capital Inc. 7115 Leesburg Pike, #107 Falls Church, Virginia 22043 703-863-6024	*Reston* BBQChicken_Reston, LLC 1432 North Point Village Center Reston, Virginia 20194 571-699-6525
WASHINGTON	
H-Plaza SKK 2 LLC 31515 Pete Von Reichbauer Way South Federal Way, Washington 98003 206-212-4122	*Tacoma Lakewood* Wang Bak 8722 South Tacoma Way, Suites A & B Lakewood, Washington 98499 253-222-1351
H-Mart Lynwood SKK 1 LLC 3301 184th Street South West, Suite 220 Lynnwood, Washington 98037 425-835-0410	*District H* H Mart Denny Way Corp 101 Terry Avenue North Seattle, Washington 98109 206-708-1365
UW Street Har UW Corp 4223 University Way North East Seattle, Washington 98105 206-822-6338	

Franchise Agreements signed before December 31, 2021, but units not yet open:

ALABAMA	
S&H BBQ LLC 1629 East Boulevard Montgomery, Alabama 36117 404-451-0332	

CALIFORNIA	
New Day America Inc 681 North Euclid Street Anaheim, California 92801 626-607-6777	Albatrust Holdings Inc 505 North Grand Avenue, Unit 3C Walnut, California 91789 714-337-0391
BBQ Daly City Inc 3911 Alemany Boulevard San Francisco, California 94132 646-552-2977	BBY Development Inc 1708 Oakland Road, Suite 300 San Jose, California 95131 949-688-3880
GIBT Inc 19735 East Colima Road Rowland Heights, California 91748 562-292-2693	Kimson BBQ Chicken Corp 1193 Magnolia Avenue Corona, California 92879 626-771-7744
BBQ Brea Inc 421 South Associated Road Brea, California 92821 626-607-6777	JBC West Investment Group LLC 561 East El Camino Real Sunnyvale, California 94087 714-336-8352
Tabose LLC 11561 Gali Lane Garden Grove, California 92840 714-864-1111	BBQ Fountain Valley LLC 18639 Brookhurst Street Fountain Valley, California 92708 201-290-3745
Shimon G&M Inc 2527 East Plaza Boulevard National City, California 91950 858-922-7212	
COLORADO	
LaMech LLC 2495 South Havana Street, Unit H Aurora, Colorado 80014 469-647-8093	Crispy Story LLC 6515 West 104th Avenue, #300 Westminster, Colorado 80020 206-816-0236
BCP Capital LLC 8100 West Crestline Avenue, Unit G-2 Littleton, Colorado 80123 303-332-1860	
DELAWARE	
Agape316 Inc 165 South Main Street, Unit 117 Newark, Delaware 19711 302-509-9995	
GEORGIA	
WM Global JC LLC 6250 Abbotts Bridge Road, Suite 400 Duluth, Georgia 30097 770-883-8106	WM Global BF LLC TBD in Johns Creek, Georgia 770-883-8106
ILLINOIS	
Bloom Café and Bakery LLC 2180 Plum Grove Road Rolling Meadows, Illinois 60008 813-505-2538	SPF Consulting BBQ Naperville LLC 1295 East Ogden Avenue Naperville, Illinois 60563 847-208-6531

MASSACHUSETTS	
JSM Group Inc. 60 Billings Road Quincy, Massachusetts 02171 617-290-9532	Y&K Malden Inc. 20 Commercial Street Malden, Massachusetts 02148 857-919-1568
K&Y Lowell Inc. 143 Merrimack Street Lowell, Massachusetts 01852 857-919-1568	
MARYLAND	
CK bb.q Inc. Eun Ran Chon 8801 Baltimore National Pike, Suite Q Ellicott City, Maryland 21043 443-812-9861	Sweet PR LLC 1800 Rockville Pike, Unit C Rockville, Maryland 20852 301-335-3843
HIZ Chicken Factory, LLC 2235 Bel Pre Road Silver Spring, Maryland 20906 571-699-6525	
NEW JERSEY	
K-Chicken USA LLC 120 3rd Avenue, Unit 41A Neptune City, New Jersey 07753 201-249-1500	CLNC LLC 68 South Washington Avenue Bergenfield, New Jersey 07621 201-727-3945
SJ Holdings Group Inc. 64 Princeton Hightstown Road, Unit #16 West Windsor Township, New Jersey 08550 201-615-3535	J&K Best Food Inc 6 East 21st Street Bayonne, New Jersey 07002 201-486-9220
Chickholic LLC 32 Westwood Avenue Westwood, New Jersey 07675 201-338-3154	
NEW YORK	
Wenited Group, Inc 46 5th Avenue Brooklyn, New York 11217 646-675-9307	HRC Buffalo F&B Inc 1424 Millersport Highway Williamsville, New York 14221 315-439-3186
OKLAHOMA	
Jung & June Corp 2424 NW 150th Street Oklahoma City, Oklahoma 73134 817-680-2001	
TEXAS	
KM Doan Investment and Hayes Group LLC 2880 West Berry Street Fort Worth, Texas 76109 469-855-4311	Bansang LLC 9968 Bellaire Boulevard, #220 Houston, Texas 77036 214-516-1073
Seoul Market Corp 1015 Rittiman Road, #107 San Antonio, Texas 78218 210-823-6428	SJDJ LLC 11301 Lakeline Boulevard, Suite #110 Austin, Texas 78717 214-770-3685

SJDJ LLC TBD in College Station, Texas 214-770-3685	Midland BBQ Empire LLC 1201 Tradewinds Boulevard Midland, Texas 79706 214-682-3745
VIRGINIA	
BBQ Chicken Woodbridge LLC 14900 Potomac Town Place Woodbridge, Virginia 22191 571-334-7913	BBQ VA Inc. 13921 Heathcote Boulevard, #103 Gainesville, Virginia 20155 703-201-9553
Haly Group Inc 3501 North Fairfax Drive Arlington, Virginia 22201 240-281-2056	

***Multi-Unit Operator**

FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, 2021)

CALIFORNIA	
Del Shine Corp David Shin 13656 Beach Street Cerritos, California 90703 562-278-6984 *Transferred to Kabod SP, Inc in June 2021*	
NEW YORK	
Emily Dong & Xuwei Zheng 133-27 39th Avenue Flushing, New York 11354 646-206-1871 *Franchise Agreement terminated before outlet opened*	
TEXAS	
Hana BBQ LLC Jongho Chon* 12811 Figaro Drive Houston, Texas 77024 832-785-8899 *Transferred to Terea, Inc. in February 2021*	Min & Tim, LLC Kyung Lim Jung 701 Legacy Drive, #2525 Plano, Texas 75023 469-366-9040 *Transferred to JIH Enterprise , Inc. in August 2021*
WASHINGTON	
Stanford Tukwila Hotel Corp 15901 West Valley Highway Tukwila, Washington 98188 425-793-3599 *Restaurant closed 2021*	

Exhibit E to the
BBDOTQ USA, Inc. Franchise Disclosure Document

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Exhibit F to the
BBDOTQ USA, Inc. Franchise Disclosure Document

STATE SPECIFIC ADDENDUM

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement and Multi-Unit Operator Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Franchise Agreement and Multi-Unit Operator 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.).

3. The Franchise Agreement and Multi-Unit Operator Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. The Franchise Agreement and Multi-Unit Operator Agreement require binding arbitration. The arbitration will occur in New Jersey with the costs being borne by the franchisee and franchisor. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The Franchise Agreement and Multi-Unit Operator Agreement require application of the laws of New Jersey. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

9. 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 DISCLOSURE DOCUMENT.

10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. OUR WEBSITE, www.bbdotqchicken.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

12. In the state of California, all initial fees and costs, including fees or costs related to any services rendered, any equipment and/or inventory delivered or any other costs related to the franchise, are deferred until the franchisor's pre-opening obligations to the franchisee are complete and the franchisee is open for business.

13. In the state of California local county health departments inspect restaurants and other retail food facilities to ensure compliance with safe food handling practices and adequacy of kitchen facilities.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In Illinois, payment of Initial Franchise Fees owed to Franchisor/affiliate 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.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:	FRANCHISOR:
_____	BBDOTQ USA, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE MULTI-UNIT OPERATOR AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In Illinois, payment of Initial Franchise Fees owed to Franchisor/affiliate 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.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's designated territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. The Franchise Agreement and Multi-Unit Operator Agreement are hereby amended.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for BBDOTQ USA, Inc.'s Franchise Disclosure Document and for its Franchise Agreement and Multi-Unit Operator Agreement. The amendments to the Franchise Agreement and Multi-Unit Operator Agreement included in this addendum have been agreed to by the parties.

1. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement and Multi-Unit Operator Agreement which provide for termination upon bankruptcy of the franchisee/multi-unit operator may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

7. The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

8. The Franchise Agreement and Multi-Unit Operator Agreement are amended to include the following statement: "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

9. The Franchisee Acknowledgment Statement (Attachment 7 to the Franchise Agreement) is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

10. Based upon our financial condition, the Maryland Securities Commissioner requires that we defer the payment of the initial franchise fee and all other initial payments until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must sign the Franchise Agreement before beginning training. In addition, all development fees and initial payments by multi-unit operators shall be deferred until the first franchise under the multi-unit operator agreement opens.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

DISCLOSURE REQUIRED BY 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:

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

(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 thirty (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 five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type 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) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

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

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

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

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

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

THE FACT 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
Michigan Department of Attorney General
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517)335-7567

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise Agreement and Multi-Unit Operator Agreement as follows:

1. Item 13 of the Disclosure Document and the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document and the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld."

3. Item 17 of the Disclosure Document and the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

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

4. Item 17 of the Disclosure Document and the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. The Franchise Agreement and Multi-Unit Operator Agreement are hereby modified to comply with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. The Franchise Agreement and Multi-Unit Operator Agreement are hereby modified to comply with Minn. Stat. §80C.17, Subd. 5 regarding Limitations of Claims.

8. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of $30 on an NSF check. This applies to everyone in Minnesota who accepts checks except banks.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The Franchise Agreement and Multi-Unit Operator Agreement are hereby amended accordingly.

10. In the State of Minnesota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF 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 G 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.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE: FRANCHISOR:

_____ BBDOTQ USA, INC.

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

PRINCIPALS:

_____
Name:_____

_____
Name:_____

DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement and Multi-Unit Operator Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Section 3 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Section 10 of the Franchise Agreement and Section 12 of the Multi-Unit Operator Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document, Section 18 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document, Section 19 of the Franchise Agreement and Section 18 of the Multi-Unit Operator Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Section 19 of the Franchise Agreement and Section 19 of the Multi-Unit Operator Agreement which require jurisdiction of courts in the State of New Jersey are deleted.

6. Item 17(w) of the Disclosure Document, Section 19 of the Franchise Agreement and Section 18 of the Multi-Unit Operator Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Section 19 of the Franchise Agreement and Section 19 of the Multi-Unit Operator Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Section 19 of the Franchise Agreement and Section 19 of the Multi-Unit Operator Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. In the State of North Dakota only, we will defer the payment of the initial franchise fee**,** development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

Section 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 of 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 parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:	FRANCHISOR:
_____	BBDOTQ USA, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for BBDOTQ USA, INC. for use in the Commonwealth of Virginia shall be amended as follows:

1. Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, MULTI-UNIT DEVELOPMENT AGREEMENT, FRANCHISEE ACKNOWLEDGMENT STATEMENT, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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 State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Operator Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

The Franchisee Acknowledgment Statement, Attachment 7 of the Franchise Agreement, is hereby modified as follows:

- Paragraph 1 is deleted and the following language is inserted:
    1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee.
- Paragraph 12 is deleted in its entirety.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
BBDOTQ USA, INC.

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

Exhibit G to the
BBDOTQ USA, Inc. Franchise Disclosure Document

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

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

State	State Agency	Agent for Service of Process
NEW YORK	Office of the New York State Attorney General Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone (212) 416-6042 Fax	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Securities Division 1511 Pontiac Avenue, Building 68-2 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

Exhibit H to the
BBDOTQ USA, Inc. Franchise Disclosure Document

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(a) Franchisee and Franchisee's Principal(s) do, for themselves and their successors and assigns, hereby release and forever discharge generally Franchisor and any affiliate, wholly owned or controlled limited liability company, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, agent, executor, administrator, estate, trustee or heir of any of them (the "Released Franchisor Party"), from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Franchisee or Franchisee's Principal(s) may now have, or may hereafter claim to have or to have acquired of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and antitrust statutes, rules or regulations, in any way arising out of or connected with the Franchise Agreement or this General Release, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against any Released Franchisor Party, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this General Release. In the event Franchisee or Franchisee's Principal(s) breaches any of the promises, covenants, or undertakings made herein by any act or omission, Franchisee and Franchisee's Principal(s) shall pay, by way of indemnification, all costs and expenses of any Released Franchisor Party caused by the act or omission, including reasonable attorneys' fees and costs.

(b) Franchisee and Franchisee's Principal(s) represent and warrant that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Franchisee or Franchisee's Principal(s) to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand, or suit shall be made or institute against any Released Franchisor Party because of any such purported assignment, transfer or subrogation, Franchisee and Franchisee's Principal(s) agree to indemnify and hold such Released Franchisor Party free and harmless from and against any such claim, demand, or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

(c) THIS RELEASE IS A GENERAL RELEASE AND THE PARTIES INTEND AND AGREE THAT IT SHALL BE INTERPRETED, CONSTRUED AND ENFORCED AS SUCH.

(d) Franchisee and Franchisee's Principal(s) acknowledge, warrant, and represent that no promises, representations, or inducements, except as set forth in this General Release, have been offered or

made by any Franchisor Released Party to secure the execution of this General Release, and that this General Release is executed without reliance on any statements or any representations not contained herein. Franchisee and Franchisee's Principal(s) knowingly waive (1) any claim that this General Release was induced by any misrepresentation or nondisclosure, and (2) any right to rescind or avoid this General Release based upon presently existing facts, known or unknown.

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. Franchisee and Franchisee's Principal(s) also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Released Franchisor Party with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify, and hold harmless each of Franchisor Releasees against same.

Executed as of _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

Exhibit I to the
BBDOTQ USA, Inc. Franchise Disclosure Document

Item 2, 3, and 4 Disclosure for Area Representatives

This Exhibit I supplements the information provided in Item 2 of our Disclosure Document as it relates to our Area Representatives in the geographic areas noted below. If we have an Area Representative in your geographic area and the Area Representative provided us information, we provide that Area Representative's information below.

Junsang Lee – Area Representative since April 2018

TEXAS	
Area Representative Name/Address/Phone	**Territory**
LJ BBQ Inc. Junsang Lee 2625 Old Denton Road Carrollton, Texas 75007 703-577-9458	State of Texas

Item 2 - Business Experience:
Mr. Lee was unemployed prior to joining BBDOTQ USA, Inc. as an Area Representative in April 2018. Mr. Lee has also been the Owner and operator of the bb.q Chicken Restaurant located in Carrollton, Texas, since April 2018.

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

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Shin Kwak - Area Representative since July 2018

VIRGINIA	
Area Representative Name/Address/Phone	**Territory**
BZ Food Services LLC Shin Kwak 5620 Barsley Place Glen Allen, Virginia 23059 804-441-4998	Commonwealth of Virginia District of Columbia State of Maryland

Item 2 - Business Experience:
Mr. Kwak has been an Area Representative with us since July 2018. He has also been the President of Oikos Roofing and Siding, Inc. in Richmond, Virginia, since November 2007.

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

Im Tae Kim - Area Representative since October 2018

WASHINGTON	
Area Representative Name/Address/Phone	**Territory**
Seoul Trading, Inc. Im Tae Kim 1610 Boundary Boulevard Auburn, Washington 98001 206-618-1332	State of Washington

Item 2 - Business Experience:
Mr. Kim has been an Area Representative with us since October 2018. He has also been CEO of Seoul Trading, Inc. located in Auburn, Washington, since November 2021. Prior to then, he was Director of Seoul Trading, Inc. from March 2016 to November 2021.

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

Jung Hee Park - Area Representative since June 2021

COLORADO	
Area Representative Name/Address/Phone	**Territory**
SK BBQ LLC Jung Hee Park 9966 Monroe Drive Dallas, Texas 75220 214-770-3685	State of Colorado

Item 2 - Business Experience:
Mr. Park has been an Area Representative with us since June 2021. He has also been a bb.q Chicken Franchisee in Austin, Texas, since June 2020. Prior to then, Mr. Park was the Owner of a Verizon and Cricket Wireless located in Dallas, Texas, from 2018 to May 2020.

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

State Effective Dates

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

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

State	Effective Date
California	*Pending*
Illinois	*Pending*
Indiana	October 15, 2021, amended *Pending*
Maryland	*Pending*
Michigan	October 24, 2021
Minnesota	*Pending*
New York	January 20, 2015, amended *Pending*
North Dakota	*Pending*
Rhode Island	*Pending*
South Dakota	October 14, 2021
Virginia	*Pending*
Washington	*Pending*
Wisconsin	*Pending*

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

RECEIPTS

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If BBDOTQ USA, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first 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 you to receive 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 BBDOTQ USA, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit G.

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

Hyongbong Kim
2134 North Central Road
Fort Lee, New Jersey 07024
(201)461-4580

Issuance Date: April 19, 2022

I received a Disclosure Document dated April 19, 2022, that included the following Exhibits:

EXHIBIT A: Financial Statements
EXHIBIT B: Franchise Agreement with Attachments
EXHIBIT C: Multi-Unit Operator Agreement with Attachments
EXHIBIT D: List of Franchisees and Franchisees Who Have Left the System
EXHIBIT E: Table of Contents of Confidential Operations Manual
EXHIBIT F: State Specific Addendum
EXHIBIT G: List of State Administrators/Agents for Service of Process
EXHIBIT H: Form of General Release
EXHIBIT I: Items 2, 3, and 4 Disclosures Regarding Area Representatives
State Effective Dates
Receipts

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

Print Address:_____
_____

KEEP FOR YOUR RECORDS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If BBDOTQ USA, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first 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 you to receive 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 BBDOTQ USA, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit G.

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

Hyongbong Kim
2134 North Central Road
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EXHIBIT F: State Specific Addendum
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EXHIBIT H: Form of General Release
EXHIBIT I: Items 2, 3, and 4 Disclosures Regarding Area Representatives
State Effective Dates
Receipts

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

Print Address:_____

_____

Please return signed Receipt to: BBDOTQ USA, Inc.
2134 North Central Road
Fort Lee, New Jersey 07024