DEPT OF BUSINESS OVERSIGHT
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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in Exhibit I for information about the franchisor or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN NEW YORK OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE AND LITIGATE WITH US IN NEW YORK THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT STATE THAT NEW YORK LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR' SFINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU

4 THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY THE FRANCHISE IS LIKELY TO BE A RISKIER INVESTMENT THEN A FRANCHISE IN A SYSTEM WITH A LONGER OPERATING HISTORY

5 WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR PRINCIPAL TRADEMARK THEREFORE, OUR TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK WHICH MAY INCREASE YOUR EXPENSES

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective date See the next page for state effective dates

Sachin Yadav—Chairman

Mr Yadav has been our Chairman since our inception in June 2016 From March 2013 to the present, Mr Yadav has been Chairman for our Affiliate, Sharda NY, Inc He has also been Chairman for our Affiliate, SNVR NY, Inc , since May 2016 From April 2008 to the present, he has been Chairman of our Affiliate, SNV NY Inc

NitinYadav—Chief Executive Officer/Director of Operations

Mr Yadav has been our Chief Executive Officer and Director of Operations since our inception in June 2016 From March 2013 to the present, Mr Yadav has been Chief Executive Officer for our Affiliate, Sharda NY, Inc He has also been Chief Executive Officer for our Affiliate, SNVR NY, Inc , since May 2016 From April 2008 to the present, he has been Chief Executive Officer of our Affiliate, SNV NY Inc

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

In California payment of the initial franchise fee is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business

Franchise Agreement You must pay us an initial franchise fee of $40,000 for the right to establish a single quick-serve or a full-service Burger Exotic Village and or Burger Village Restaurant under a 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

Multi-Unit Development Agreement If you qualify to develop and operate multiple quick-serve or a full-service Burger Exotic Village and or Burger Village Restaurants, then you will pay to us a development fee equal to 100% of the initial franchise fee for the first quick-serve or a full-service Restaurant to be developed, plus 25% of the initial franchise fee for each additional quick-serve or a full-service Restaurant you commit to develop under the Multi-Unit Development Agreement For example, if you commit to develop three quick-serve or a full-service Restaurants, the development fee is calculated as $40,000 + (2 x $10,000 = $20,000) = $60,000 The development fee is imposed uniformly on all multi-unit developers, is fully earned by us when received and is not refundable

When you sign the Franchise Agreement for the first quick-serve or a full-service Restaurant to be developed, which we expect will be signed at the same time the Multi-Unit Development Agreement is signed, we will apply a portion of the development fee to pay the initial franchise fee for the first quick-serve or a full-service Restaurant in full For each additional quick-serve or a full-service Restaurant you will develop under the Multi-Unit Development Agreement, we will apply a pro rata portion of the

11 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that the highest interest rate allowed under California law is 10% per annum

12 OUR WEBSITE, www burgervillageny 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

ADDENDUM 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

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 exclusive 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 This amends Article 19 of the Franchise Agreement and Section 19 of the Multi-Unit Development Agreement

5 Under Indiana Code 23-2-2 7-1 (10), franchisee may not agree to waive any claims or rights

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 of this Agreement, if applicable

3 4 Renewal Under Law

Even though we decline the renewal of your franchise, it is possible that we can be required to renew it 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 applicable law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins If we are not then offering new franchises, your renewal period will be subject to the terms in the then-current Franchise Agreement that we indicate If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement

3 5 Your Election Not to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the Franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us any of the Renewal Franchise Documents required by us for a renewal franchise, together with payment of our then-current renewal fee, or if you provide written notice to us within the final sixty (60) days of the Initial Term or then-current renewal term, as the case may be, indicating that you do not wish to renew this Agreement

ARTICLE 4
FEES

In California payment of the initial franchise fee is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business

4 1 Initial Franchise Fee

You shall pay to us an initial franchise fee of Forty Thousand Dollars ($40,000) which shall be paid upon the execution of this Agreement, less any amount credited against the initial franchise fee pursuant to the terms of a multi-unit development agreement between you (as multi-unit developer) and us The initial franchise fee is fully earned by us upon receipt and is not refundable under any circumstances

4 2 Royalty Fees

4 2 1 During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing weekly royalty fee of five percent (5%) of Gross Sales ("Royalty Fee") Such royalty fee shall be due and payable on Wednesday of each week based on the Gross Sales for the preceding week ending Sunday, provided that such day is a business day If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day

4 2 2 Each such royalty fee shall be preceded by a royalty report itemizing the Gross Sales for the preceding week ending Sunday ("Royalty Report") and any other reports required hereunder Notwithstanding the foregoing, you shall provide us with such Royalty Report by Tuesday of each week by modem or, if not reasonably available, by facsimile transmission or such other method of delivery as we may reasonably direct As stated herein, we have the right to poll your point of sale system directly to obtain such Gross Sales information, but this does not diminish your responsibility to provide us with the required Royalty Report

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ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for Burger Village, LLC's Franchise Disclosure Document and for its Franchise and Multi-Unit Development Agreements The

Schedule") Each Restaurant developed hereunder shall be located in the area described in Attachment E of this Agreement (hereinafter "Development Area") The Minimum Performance Schedule shall be deemed completed, and this Agreement shall expire, upon the opening of the last Burger Exotic Village and or Burger Village Restaurant to be developed hereunder

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 Development 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, INITIAL FRANCHISE FEES

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2 1 In consideration of the development rights granted herein, you shall pay to us a Development Fee of __________________________ Thousand Dollars ($___________), payable upon execution of this Agreement ("Development Fee") The Development Fee is calculated as one hundred percent (100%) of the initial franchise fee for the first Restaurant to be developed hereunder, plus a deposit equal to twenty-five percent (25%) of the initial franchise fee for each additional Restaurant to be developed hereunder

2 2 The Development Fee shall be fully earned by us upon execution of this Agreement, shall be non-refundable, and 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

2 3 The initial franchise fee payable for each Restaurant to be developed hereunder shall be Forty Thousand Dollars ($40,000)

2 4 The initial franchise fee for the first Restaurant has been paid in full in the Development Fee You shall execute the Franchise Agreement for the first Restaurant contemporaneously with your execution of this Agreement and a portion of the Development Fee will be used to satisfy the initial franchise fee for such first Restaurant in full For each additional Restaurant developed hereunder, we will apply a *pro rata* portion of the Development Fee toward the initial franchise fee due for such Restaurant The balance of the initial franchise fee (or Thirty Thousand Dollars ($30,000)) is payable to us in a lump sum upon execution of the Franchise Agreement for that Restaurant

10 The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

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