Redlined FDD

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

To simplify the language in this Franchise Disclosure Document, "Chef It Up!," "we," "us," and "our" means Chef It Up 2 Go!, LLC, doing business as Chef It Up! and Chef It Up 2 Go!, the franchisor. "You," "your," and "Franchisee" means the person who buys the franchise from Chef It Up! and its owners if the Franchisee is a business entity.

Franchisor, Parent, and Affiliates

Chef It Up 2 Go!, LLC is a New Jersey limited liability company formed on April 14, 2009. Our principal business address is P.O. Box 605, Blairstown, New Jersey 07825. We operate under our corporate name, "Chef It Up!" and "Chef It Up 2 Go!" We do not conduct business under any other name. We offer and support franchises for the Chef It Up! Business and Chef It Up 2 Go! Business, and have done so since 2009. Since 2009, we have not offered and do not offer franchises in any other line of business and do not own or operate any Chef It Up! Business or Chef It Up 2 Go! Business.

Agents for Service of Process

Our agent for service of process for the State of New Jersey is Lisa Tirone, P.O. Box 605, Blairstown, New Jersey 07825. Our agents for service of process for other states are identified in Exhibit F of this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

The Chef It Up! and Chef It Up 2 Go! Franchises

We offer franchises for Chef It Up! Business and Chef It Up 2 Go! Business (collectively, the "Franchises") using our trade names, trademarks, service marks, associated logos and symbols ("Marks") business system, procedures and trade secrets (collectively, the "System"). You will conduct nut-free, allergy-free afterschool cooking programs, cooking classes, parties and events for all ages from a fixed location (Chef It Up!) or mobile-based (Chef It Up 2 Go!). You must sign one of our standard franchise agreements, depending on whether you purchase a Chef It Up! Business or Chef It Up 2 Go! Business, which are attached to this Franchise Disclosure Document as Exhibit A or Exhibit B, respectively (a "Franchise Agreement"). You may operate one (1) Chef It Up! Business or Chef It Up 2 Go! Business, for each Franchise Agreement you sign.

Market Competition

The market for the goods and services offered by a Chef It Up! Business or Chef It Up 2 Go! Business is well established and very competitive. You will be offering products for sale to the general public and businesses. Our services are not seasonal in nature. Your competitors will include other child and adult entertainment and party centers, whose operations focus on the

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or any of your obligations.

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

Except as listed below, Chef It Up 2 Go!, LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Chef It Up! Business or Chef It Up 2 Go! Business, we (or our designee) will provide the following assistance and services to you:

(1) Designate your territory (See Sections 4.3 and 7.2 of the Franchise Agreement);

(2) Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 125 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Documents as Exhibit E (See Section 5.4 of the Franchise Agreement);

(3) Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Chef It Up! Business (See Section 7.2 of the Franchise Agreement) (this provision does not apply to a Chef It Up 2 Go! Business);

(4) Within 30 days of your signing the approved lease or location purchase, we will provide you with access to prototype design plans, specifications, décor and layout for a Store, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings. We may also designate additional suppliers of goods and services (See Section 7.3 of the Franchise Agreement) (this provision does not apply to a Chef It Up 2 Go! Business);;

(5) Assist you in implementing an opening marketing initiative for your Chef It Up! Business or Chef It Up 2 Go! Business (See Section 5 of the Franchise Agreement);

(6) We, or our designee, will provide instruction and assistance prior to the opening of your Chef It Up! Business or Chef It Up 2 Go! Business and immediately following the opening by telephone or in-person, as we determine in our sole discretion (See Sections 5.2 and 5.5 of the Franchise Agreement);

ITEM 23
RECEIPTS

Exhibit I to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

Lisa Tirone, CEO
Chef It Up 2 Go, LLC
P.O. Box 605
Blairstown, New Jersey 07825
Email: lisa@chefitupkids.com

The duplicate receipt is for your records.

EXHIBIT A TO CHEF IT UP 2 GO! LLC
<u>FRANCHISE DISCLOSURE DOCUMENT</u>

CHEF IT UP! FRANCHISE AGREEMENT

Franchise No. ____________________

Franchise Owner: ____________________

Date: ____________________

Franchise Location: ____________________

CHEF IT UP! FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this ____________ day of _________________, 20__ (the "Effective Date"), by and between Chef It Up 2 Go,! LLC, a New Jersey limited liability company, with its principal place of business at P.O. Box 605, Blairstown, New Jersey ("Chef It Up!", "Franchisor", "we", "us", or "our"), and ____, located at ______________________________________ (collectively, "You" or "Franchisee").

2. RECITALS

2.1 Ownership of the System

Chef It Up! has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the Chef It Up! trademarks, the words "Chef It Up!," "Chef It Up 2 Go!," and "Where Kids and Food are a Great Mix!" Chef It Up! has spent a considerable amount of time, effort, and money to construct and continues to develop use and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of adult and children cooking schools (the "System").

2.2 Objectives of Parties

You desire to enter into the business of operating a Chef It Up! Outlet under the System using the Trade Name and Marks (as those are defined in Sections 3.8 and 3.15, below), and You wish to obtain from Chef It Up!, and Chef It Up! wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Advertising Fund

"Advertising Fund" or "Ad Fund" means a fund established by Chef It Up! for purposes of increasing brand awareness and national advertising.

3.2 Approved Location

"Approved Location" means the street address of the physical location approved in writing by Chef It Up! for the operation of the Chef It Up! Outlet, You will operate under this Agreement, which shall be set forth in Exhibit A to this Agreement.

3.10 **Related Party**

"Related Party" or "Related Parties" means persons and companies affiliated with Chef It Up! or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) Chef It Up! or in You (ii) corporations or limited liability companies in which Chef It Up! or You have an interest, (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest, or (iv) officers directors, members or agents of Chef It Up! or of You.

3.11 **Chef It Up! Outlet**

"Chef It Up! Outlet" or the "Outlet" or the "Franchise Business" means the single "Chef It Up!" business that Chef It Up! authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, at the Approved Location, under this Agreement.

3.12 **Chef It Up!**

"Chef It Up!" means Chef It Up 2 Go! ~~,~~ LLC or any person or entity to which Chef It Up! allocates all or part of its rights and obligations under this Agreement.

3.13 **Transfer**

"Transfer" means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (in) any rights or privileges incidental to this Agreement, (iv) the Outlet or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other assets of the Franchised Business (each a 'Transfer"). Without limiting the foregoing the term, "Transfer" includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

3.14 **Termination**

"Termination" means the expiration of the Term of this Agreement, the non-renewal of this Agreement, or the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.15 **Trade Name**

11.22 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

11.23 No Guarantee of Earnings

You understand that neither Chef It Up! nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

11.24 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be Chef It Up!'s sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason

11.25 Non-Uniform Agreements

Chef It Up! makes no representations or warranties that all other agreements with Chef It Up! System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that Chef It Up! may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:	FRANCHISEE:
CHEF IT UP 2 GO!, LLC doing business as Chef It Up!	
By: ____________________	By: ____________________
Name: Lisa Tirone	Name: ____________________
Title: Managing Member	Title: ____________________
Date: ____________________	Date: ____________________

Delivery Addresses for Notices:

Chef It Up 2 Go,! LLC
P.O. Box 605
Blairstown, New Jersey 605

Evan M. Goldman, Esquire
Hill Wallack LLP
21 Roszel Road
Princeton, New Jersey 08540

Delivery Address for Notices:

exclusion of, and overriding, instructions from anyone else purporting to represent the franchise. The only accepted method to change the identification of the Principal is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal: ____

Franchisee acknowledges that this Statement of Ownership applies to the Chef It Up! Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must reported to Franchisor in writing.

FRANCHISEE:
Business Entity Name (if any):

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT C TO CHEF IT UP! FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as "you" or "your" for purposes of this Guaranty only) of __________________ (the "Business Entity") under the Franchise Agreement dated _______________ (the "Agreement") with Chef It Up 2 Go, LLC, a New Jersey limited liability company ("we," "us," or "our").

1. **Incorporation of Terms**. Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty**. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment**. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty;

EXHIBIT D TO CHEF IT UP! FRANCHISE AGREEMENT

SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of ___________, 20___ by ______________________, a(n) _________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Chef It Up 2 Go,! LLC, a New Jersey limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Chef It Up 2 Go! Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement) and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor's consent to the transfer (Franchisee's ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (Franchisor entering into a successor franchise agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them,

EXHIBIT E TO CHEF IT UP! FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Chef IT Up 2 Go, LLC, a New Jersey limited liability company, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions.

"Competitive Business" means any business that derives at least 25% of its gross sales from child or adult cooking classes. A Competitive Business does not include a Chef It Up 2 Go! business operating pursuant to a franchise agreement with us.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Chef It Up 2 Go! business, whether now in existence or created in the future.

"Franchisee" means the Chef It Up 2 Go! franchisee for whom you are an officer, director, employee or independent contractor.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Chef It Up 2 Go! business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Chef It Up 2 Go! business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Chef It Up 2 Go! business, including "Chef It Up!", Chef It Up 2 Go!", "Where Kids & Food are a Great Mix!", and any other trademarks, service marks or trade names that we designate for use by a Chef It Up 2 Go! business. The term "Marks" also includes any distinctive trade dress used to identify a Chef It Up 2 Go! business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our

EXHIBIT F TO CHEF IT UP! FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Chef IT Up 2 Go, LLC, a New Jersey limited liability company, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions**. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Chef It Up 2 Go! Business*" means a business that provides mobile-based cooking closes for adults and children, and other related services and products using our Intellectual Property.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Chef It Up! Business or Chef It Up 2 Go! Business, whether now in existence or created in the future.

"*Franchisee*" means the or Chef It Up 2 Go! franchisee for whom you are an officer, director, employee or independent contractor.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Chef It Up 2 Go! Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a or Chef It Up 2 Go! Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Chef It Up 2 Go! Business, including "Chef It Up!", Chef It Up 2 Go!", "Where Kids & Food are a Great Mix!", and any other trademarks, service marks or trade names that we designate for use by a Chef It Up 2 Go! Business. The term "Marks" also includes any distinctive trade dress used to identify a Chef It Up 2 Go! Business, whether now in existence or hereafter created.

EXHIBIT G TO CHEF IT UP! FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Agreement") is entered into this ___ day of ________________________, 20___, between Chef It Up 2 Go,! LLC ("Franchisor"), ________________________ ("Former Franchisee"), and ________________________ ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ______________________, 20___ ("Franchise Agreement"), in which Franchisor granted Franchisor the right to operate a Chef It Up 2 Go! franchise with a primary operating address of ________________ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee' rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise

10. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: ________________________, 20___

FRANCHISOR:

CHEF IT UP 2 GO,! LLC

____
By: ___________________________
Title: __________________________

FORMER FRANCHISEE:

____

____
By: ___________________________
Title: __________________________

NEW FRANCHISEE:

____

____
By: ___________________________
Title: __________________________

EXHIBIT H TO CHEF IT UP! FRANCHISE AGREEMENT

LEASE ADDENDUM

This Addendum to Lease, dated ______, 20___, is entered into by and between __________ ("Lessor"), and ____________________ ("Lessee").

A. The parties hereto have entered into a certain Lease Agreement, dated ____________, 20___, and pertaining to the premises located at ____________________ ("Lease").

B. Lessor acknowledges that Lessee intends to operate a Chef It Up! franchise from the leased premises ("Premises"), pursuant to a Franchise Agreement ("Franchise Agreement") with Chef It Up 2 Go, LLC ("Franchisor") under the name "Chef It Up!" or other name designated by Franchisor (hereinafter referred to as "Franchised Business" or "Franchise Business").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. **Assignment.** Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1. However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord's consent in accordance with Section 3(a).

2. **Default and Notice.**

a. In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee's interest as provided in Paragraph 4(a). Franchisor will have an additional 15 days from the expiration of Lessee's cure period in which it may exercise the option, but it is not obligated, to cure the default or violation.

b. All notices to Franchisor shall be sent via registered or certified mail, postage prepaid, to the following addresses:

Chef It Up! 2 Go, LLC
P O Box 605
Blairstown, New Jersey 07825

Evan M. Goldman, Esquire
Hill Wallack LLP
21 Roszel Road
Princeton, New Jersey 08540

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c. Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same, during the Term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

3. **Termination or Expiration.**

a. Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease.

b. Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Chef It Up! or Chef It Up 2 Go! trademarks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

ATTACHMENT 1 TO LEASE ADDENDUM
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _____, 20___ ("Effective Date"), the undersigned, ________________________________, ("Assignor") hereby assigns, transfers and sets over unto Chef It Up 2 Go,! LLC ("Assignee") all of Assignor's right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Exhibit A ("Lease") regarding the premises located at ____.

This Collateral Assignment of Lease ("Assignment") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a Chef It Up! franchise between Assignee and Assignor ("Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first written above.

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR:

____

____
By: __________________________
Title: __________________________

ASSIGNEE:

CHEF IT UP 2 GO, LLC

____
By: __________________________
Title: __________________________

EXHIBIT B TO CHEF IT UP 2 GO!, LLC
<u>FRANCHISE DISCLOSURE DOCUMENT</u>

CHEF IT UP! FRANCHISE AGREEMENT

Franchise No. ____________________

Franchise Owner: ____________________

Date: ____________________

Franchise Primary
Operating Address: ____________________

CHEF IT UP 2 GO,! FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this ____________ day of ________________, 20__ (the "Effective Date"), by and between Chef It Up 2 Go,! LLC, a New Jersey limited liability company, with its principal place of business at P.O. Box 605, Blairstown, New Jersey ("Chef It Up!", "Franchisor", "we", "us", or "our"), and ____, located at ______________________________ (collectively, "You" or "Franchisee").

2. RECITALS

2.1 Ownership of the System

Chef It Up! has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the Chef It Up! trademarks, the words "Chef It Up!," "Chef It Up 2 Go!," and "Where Kids and Food are a Great Mix!" Chef It Up! has spent a considerable amount of time, effort, and money to construct and continues to develop use and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of adult and children cooking schools (the "System").

2.2 Objectives of Parties

You desire to enter into the business of operating a Chef It Up! Outlet under the System using the Trade Name and Marks (as those are defined in Sections 3.8 and 3.15, below), and You wish to obtain from Chef It Up!, and Chef It Up! wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Advertising Fund

"Advertising Fund" or "Ad Fund" means a fund established by Chef It Up! for purposes of increasing brand awareness and national advertising.

3.2 Approved Location

"Approved Location" means the street address of the primary location approved in writing by Chef It Up! intended to be the base of operation You will operate under this Agreement, which shall be set forth in Exhibit A to this Agreement.

3.10 Related Party

"Related Party" or "Related Parties" means persons and companies affiliated with Chef It Up! or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) Chef It Up! or in You (ii) corporations or limited liability companies in which Chef It Up! or You have an interest, (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest, or (iv) officers directors, members or agents of Chef It Up! or of You

3.11 Chef It Up! Outlet

"Chef It Up! Outlet" or the "Outlet" or the "Franchise Business" means the business territory that Chef It Up! authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, from the Approved Location, under this Agreement.

3.12 Chef It Up!

"Chef It Up!" means Chef It Up 2 Go,! LLC or any person or entity to which Chef It Up! allocates all or part of its rights and obligations under this Agreement.

3.13 Transfer

"Transfer" means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (iii) any rights or privileges incidental to this Agreement, (iv) the Outlet or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other assets of the Franchised Business (each a 'Transfer"). Without limiting the foregoing the term, "Transfer" includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

3.14 Termination

"Termination" means the expiration of the Term of this Agreement, the non-renewal of this Agreement, or the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.15 Trade Name

"Trade Name" means the commercial names Chef It Up! and Chef It Up 2 Go!, individually or collectively.

agree that Chef It Up! may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:

CHEF IT UP 2 GO~~!~~, LLC
doing business as Chef It Up!

By: ____________________________
Name: Lisa Tirone
Title: Managing Member
Date: ____________________________

Delivery Addresses for Notices:

Chef It Up 2 Go,~~!~~ LLC
P.O. Box 605
Blairstown, New Jersey 605

Evan M. Goldman, Esquire
Hill Wallack LLP
21 Roszel Road
Princeton, New Jersey 08540

FRANCHISEE:

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Delivery Address for Notices:

EXHIBIT C TO CHEF IT UP 2 GO! FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as "you" or "your" for purposes of this Guaranty only) of ____________________ (the "Business Entity") under the Franchise Agreement dated ______________ (the "Agreement") with Chef It Up 2 Go,! LLC, a New Jersey limited liability company ("we," "us," or "our").

8. **Incorporation of Terms**. Each term of the Agreement is incorporated into this Guaranty.

9. **Guaranty**. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

10. **Payment**. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

11. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

12. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty;

EXHIBIT D TO CHEF IT UP 2 GO! FRANCHISE AGREEMENT

SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of ____________, 20___ by ________________________, a(n) __________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Chef It Up 2 Go, LLC, a New Jersey limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Chef It Up 2 Go! Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement) and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor's consent to the transfer (Franchisee's ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (Franchisor entering into a successor franchise agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

5. <u>Representations and Warranties</u>. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

6. <u>Release</u>. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them,

EXHIBIT E TO CHEF IT UP 2 GO! FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Chef IT Up 2 Go!, LLC, a New Jersey limited liability company, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions.**

"*Competitive Business*" means any business that derives at least 25% of its gross sales from child or adult cooking classes. A Competitive Business does not include a Chef It Up 2 Go! business operating pursuant to a franchise agreement with us.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Chef It Up 2 Go! business, whether now in existence or created in the future.

"*Franchisee*" means the Chef It Up 2 Go! franchisee for whom you are an officer, director, employee or independent contractor.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Chef It Up 2 Go! business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Chef It Up 2 Go! business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Chef It Up 2 Go! business, including "Chef It Up!", Chef It Up 2 Go!", "Where Kids & Food are a Great Mix!", and any other trademarks, service marks or trade names that we designate for use by a Chef It Up 2 Go! business. The term "Marks" also includes any distinctive trade dress used to identify a Chef It Up 2 Go! business, whether now in existence or hereafter created.

"*Prohibited Activities*" means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our

EXHIBIT F TO CHEF IT UP 2 GO! FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Chef IT Up 2 Go,! LLC, a New Jersey limited liability company, and its renewals and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"*Chef It Up 2 Go! Business*" means a business that provides mobile-based cooking closes for adults and children, and other related services and products using our Intellectual Property.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Chef It Up! Business or Chef It Up 2 Go! Business, whether now in existence or created in the future.

"*Franchisee*" means the or Chef It Up 2 Go! franchisee for whom you are an officer, director, employee or independent contractor.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Chef It Up 2 Go! Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a or Chef It Up 2 Go! Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Chef It Up 2 Go! Business, including "Chef It Up!", Chef It Up 2 Go!", "Where Kids & Food are a Great Mix!", and any other trademarks, service marks or trade names that we designate for use by a Chef It Up 2 Go! Business. The term "Marks" also includes any distinctive trade dress used to identify a Chef It Up 2 Go! Business, whether now in existence or hereafter created.

EXHIBIT G TO CHEF IT UP 2 GO! FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Agreement") is entered into this ___ day of ________________________, 20___, between Chef It Up 2 Go!, LLC ("Franchisor"), ________________________ ("Former Franchisee"), and ________________________ ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ________________________, 20___ ("Franchise Agreement"), in which Franchisor granted Franchisor the right to operate a Chef It Up 2 Go! franchise with a primary operating address of ________________ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee' rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise

10. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: ________________________, 20___

FRANCHISOR:

CHEF IT UP 2 GO, LLC

____
By: ___________________________
Title: __________________________

FORMER FRANCHISEE:

____

____
By: ___________________________
Title: __________________________

NEW FRANCHISEE:

____

____
By: ___________________________
Title: __________________________

EXHIBIT C TO CHEF IT UP 2 GO!, LLC
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

EXHIBIT D TO CHEF IT UP 2 GO!, LLC
FRANCHISE DISCLOSURE DOCUMENT

LIST OF CURRENT AND FORMER FRANCHISEES

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FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Chef It Up 2 Go! LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of Chef It Up! Business or Chef It Up 2 Go! Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?

2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided

3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating a Chef It Up! Business or Chef It Up 2 Go! Business with an existing Chef It Up! or Chef It Up 2 Go! franchisee?

7. Yes ___ No ___ Do you understand the risks of developing and operating a Chef It Up! Business or Chef It Up 2 Go! Business?

8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

EXHIBIT H TO CHEF IT UP 2 GO! LLC
<u>FRANCHISE DISCLOSURE DOCUMENT</u>

STATE ADDENDA AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR CHEF IT UP 2 GO,~~!~~ LLC

The following modifications are made to the Chef It Up 2 Go~~!~~, LLC ("Franchisor," "us," "we," or "our") Franchise Disclosure Document ("FDD") given to Franchisee ("Franchisee," "you," or "your") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated ________________________, 20___ ("Franchise Agreement").

The following states laws may supersede provisions of the Franchise Agreement, including the areas of termination and renewal of your Franchise: ARKANSAS (Stat. Section 70-807), CALIFORNIA (Bus. & Prof. Code Sections 20000-20043), CONNECTICUT (Gen. Stat. Section 42-133e et seq.), DELAWARE (Code, Tit. 6, Ch. 25, Sections 2551-2556), HAWAII (Rev. Stat. Section 482E-1), ILLINOIS (815 ILCS 705/1-44), INDIANA (Stat. Sections 23-2-2.7 and 23-2-2.5), IOWA (Code Sections 523H.1-523H.17), MARYLAND (MD. CODE ANN., BUS. REG. §§14-201 TO 14-233 (2004 Repl. Vol.)), MICHIGAN (Stat. Section 19.854(27)), MINNESOTA (Stat. Section 80C.14), MISSISSIPPI (Code Section 75-24-51), MISSOURI (Stat. Section 407.400), NEBRASKA (Rev. Stat. Section 87-401), NEW JERSEY (Stat. Section 56:10-1), SOUTH DAKOTA (Codified Laws Section 37-5B), VIRGINIA (§§ 13.1-557 through 13.1-574 of the Code of Virginia), WASHINGTON (Code Section 19.100.180), WISCONSIN (Stat. Section 135.03).

Depending on state law, the provisions of this State-Specific Addendum ("State Addendum") may apply to modify the FDD that was given to you, as well as the Franchise Agreement, and any applicable Addenda, Exhibits, Appendices, or mutually-agreed modifications thereto. Specifically, this State Addendum will apply to your Franchise Agreement only if the jurisdictional requirements of a listed state's laws are met independently and without reference to this Addendum, to the Franchise Agreement, or to the FDD. For purposes of the State Addendum, the "Franchisor's Choice of Law State" is New Jersey and "Supplemental Agreements" means the N/A attached to this FDD as Exhibit F to the Franchise Agreement. If any inconsistency arises between the Franchise Agreement, FDD, or Supplemental Agreements and this State Addendum, the terms of this State Addendum shall control. Nothing in this State Addendum, the FDD, Franchise Agreement, or Supplemental Agreements should be interpreted or construed as providing an independent basis for Franchisee's assertion that any particular state law or provision applies to the FDD, Franchise Agreement, or Supplemental Agreements that would not otherwise apply due to the jurisdictional requirements of such state law or provision.

ADDENDUM TO CHEF IT UP 2 GO!, LLC
FRANCHISE DISCLOSURE DOCUMENT
<u>REQUIRED BY THE STATE OF CALIFORNIA</u>

With regard to interest on late payments, as disclosed in Item 6 of the Franchise Disclosure Document and required by provision 6.2 of the Franchise Agreement, the highest interest rate currently allowed by California law is 10%.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement and Supplemental Agreements require the application of New Jersey law. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration. The arbitration will occur in Florida. Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a form outside the State Of California.

ADDENDUM TO CHEF IT UP 2 GO!, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

ADDITIONAL RISK FACTORS

1. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTORS PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

2. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Chef It Up 2 Go, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following at the beginning of the Item:

> Except as described below, neither Franchise nor any predecessor, nor any person identified in Item 2, above, nor any affiliate offering franchises or licenses under our trademark, 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, fraud conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
>
> Except as described below, neither Franchise nor any predecessor, nor any person identified in Item 2, above, nor any affiliate offering franchises or licenses under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been subject of a civil action alleging violation of a franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
>
> Except as described below, neither Franchise nor any predecessor, nor any person identified in Item 2, above, nor any affiliate offering franchises or licenses under our trademark, 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 concluding 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 exchanged, 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 any action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.
>
> Accordingly, other than the actions described below, no litigation is required to be disclosed in this Disclosure Document.

2. Item 4, "Bankruptcy," shall be supplemented by the addition of the following at the beginning of the Item:

AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. $ Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached Chef It Up 2 Go,! LLC Agreement (the "Agreement") agree as follows:

1. Under Section 2.9 of the Agreement, under the heading "Renewal," the subsection 2.2.9 shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

2.2.9 Franchisee shall execute a general release, in a form satisfactory to Franchisor, with respect to any and all claims, known or unknown, that Franchisee might have against Franchisor or its subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading "Conditions of Transfer," the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) That the transferor shall have executed a general release, in a form prescribed by Chef It Up!, of any and all claims against Chef It Up! and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.;

4. Section 11.2 of the Agreement, under the heading "Governing Law, Venue and Jurisdiction," subsection 11.2.1, shall be supplemented by the addition of the following statement at the end of paragraph:

> , except that nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering be made by Chef It Up 2 Go,! LLC, would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the Outlet will be opening in

New York. Chef It Up 2 Go, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

CHEF IT UP 2 GO, LLC

By: ______________________________

____
Witness/Attest

Name: ______________________________

Title: ______________________________

FRANCHISEE

By: ______________________________

____
Witness/Attest

Name: ______________________________

Title: ______________________________

GUARANTOR

By: ______________________________

____
Witness/Attest

Name: ______________________________

GUARANTOR

By: ______________________________

____
Witness/Attest

Name: ______________________________

APPLICABLE ADDENDA

If any of the preceding Addenda for specific states ("Addenda") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, and any other specific agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of the Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Disclosure Document.

☐ California

☐ New York

Dated: ________________________, 20___

FRANCHISOR:

CHEF IT UP 2 GO, LLC

____
By: ___________________________
Title: __________________________

FRANCHISEE:

____

____
By: ___________________________
Title: __________________________

EXHIBIT I TO CHEF IT UP 2 GO!, LLC
FRANCHISE DISCLOSURE DOCUMENT

RECEIPT

RECEIPT
(RETURN ONE COPY TO US)

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Chef It Up 2 Go~~!~~, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this 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.

If Chef It Up 2 Go~~!~~, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit F.

The franchisor is Chef It Up 2 Go~~!~~, LLC, located at P.O. Box 605, Blairstown, New Jersey 07825. Its telephone number is 973-300-8898.

Issuance Date: September 21, 2017

The name, principal address and telephone number of the franchise seller for this offering is Lisa Tirone, P.O. Box 605, Blairstown, New Jersey 07825.

Chef It Up 2 Go~~!~~, LLC authorizes the agents listed in Exhibit F to accept service of process for it.

I have received a disclosure document, dated September 21, 2017 that included the following Exhibits:

A	Chef It Up! Franchise Agreement (with exhibits)
B	Chef It Up 2 Go! Franchise Agreement (with exhibits)
C	Financial Statements
D	List of Current and Former Franchisees
E	Confidential Operations Manual Table of Contents
F	List of State Administrators/Agents for Service of Process
G	Franchise Disclosure Questionnaire
H	State Addenda and Agreement Riders
I	Receipt

Date: ______________________ (Do Not Leave Blank)

______________________ Signature of Prospective Franchisee

______________________ Print Name

You may return the signed receipt either by signing, dating and mailing it to Chef It Up 2 Go~~!~~, LLC at P.O. Box 605, Blairstown, New Jersey 07825, or by emailing a copy of the signed and dated receipt to Chef It Up 2 Go~~!~~, LLC at lisa@chefitupkids.com.

RECEIPT
(KEEP ONE COPY FOR YOURSELF)

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Chef It Up 2 Go!, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this 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.

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I	Receipt

Date: ______________________________
(Do Not Leave Blank)

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Chef It Up 2 Go!, LLC at P.O. Box 605, Blairstown, New Jersey 07825, or by emailing a copy of the signed and dated receipt to Chef It Up 2 Go!, LLC at lisa@chefitupkids.com.