FRANCHISE DISCLOSURE DOCUMENT

Copper Branch Franchising, LLC
A Florida limited liability company
1405 TransCanada Highway, Suite 410
Dorval, Quebec H9P 2V9
(514) 683-0875
www.copperbranch.ca
franchising@copperbranch.ca

We are in the business of selling franchises to operate Copper Branch Restaurants that offer 100% ~~vegan~~plant based, healthy-style cuisine, featuring salads, power bowls, burgers, sandwiches, wraps, burritos, and smoothies. All menu items are created with chef-inspired flavours and crafted with plant-based, gluten-free, organic and non-GMO super-food ingredients.

The total initial investment necessary to begin operation of a Restaurant is from $~~376,800~~443,900 to $~~670,100.~~828,500. This includes an initial fee of $40,000 and a design and coordination fee of $18,000 that must be paid to us~~, as well as a construction supervision fee of $10,000 to $25,000 that must be paid to us~~.

The total initial investment necessary to begin operation of a Copper Branch multi-unit agreement or area development agreement is from $~~386,800~~453,900 to $~~705,100,~~863,500, plus an additional development fee that will be based on the number of Restaurants you agree to develop. This includes an initial fee of $40,000 that must be paid to us for your first Copper Branch Restaurant, and you must pay us the additional development fee in an amount based on the number of Restaurants you agree to develop.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Onofrio Infantino at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9.

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, D.C. 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: ~~January 30, 2018, as amended August 17, 2018~~July 31, 2019

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 E** 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 REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEANS OF ARBITRATION ONLY IN THE STATE WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN THE STATE WHERE OUR PRINCIPAL PLACE OF BUSINESS IS LOCATED THAN IN YOUR OWN STATE.

2. THE FRANCHISOR IS AT AN EARLY STAGE OF DEVELOPMENT AND HAS A LIMITED OPERATING HISTORY. THIS FRANCHISE COULD BE A HIGHER RISK INVESTMENT THAN A SYSTEM WITH A LONGER OPERATING HISTORY.

3. THE FRANCHISEE OR MULTI-UNIT DEVELOPER WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $~~376,800~~443,900 TO $~~691,600.~~863,500. THESE AMOUNTS EXCEED THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, ~~2017,~~2018, WHICH ~~IS~~WAS ($~~8,383~~116,041).

4. 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.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of this franchise.

Effective Date: See the next page for state effective dates

STATE EFFECTIVE DATES

The following states require that the disclosure document be registered or filed with the state, or be exempt from registration: California, Connecticut, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington and Wisconsin.

In the states listed below, the effective date (and issuance date) of this disclosure document is ~~January 30, 2018, as amended August 17, 2018.~~July 31, 2019.

Alabama	Kentucky	North Carolina
Alaska	Louisiana	Ohio
Arizona	Maine	Oklahoma
Arkansas	Massachusetts	Oregon
Colorado	Mississippi	Pennsylvania
Connecticut	Missouri	South Carolina
Delaware	Montana	Tennessee
District of Columbia	Nebraska	Texas
Florida Georgia	Nevada New Hampshire	Utah Vermont
Idaho	New ~~Hampshire~~Jersey	West Virginia
Iowa	New ~~Jersey~~Mexico	Wyoming
Kansas	~~New Mexico~~	

This document is registered, or on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	~~September 21, 2018~~August __, 2019
~~Florida~~	~~January 30, 2018, as amended August 1, 2018~~
Hawaii	~~__________~~August __, ~~2018~~2019
Illinois	~~December 11, 2018~~August __, 2019
Indiana	August ~~31,~~__, ~~2018~~2019
Maryland	~~December 6, 2018~~August __, 2019
Michigan	~~January 30, 2018, as amended~~ August ~~6,~~__, ~~2018~~2019
Minnesota	~~December 3, 2018~~August __, 2019
New York	~~September 17, 2018~~August __, 2019
North Dakota	~~November 5, 2018~~August __, 2019
Rhode Island	August ~~7,~~__, ~~2018~~2019
South Dakota ~~Utah~~	~~November 2, 2018~~ August ~~6, 2018~~__, 2019
Virginia	~~September 20, 2018~~August __, 2019
Washington	~~__________~~August __, ~~2018~~2019
Wisconsin	August ~~6,~~__, ~~2018~~2019

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its 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 franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we" means Copper Branch Franchising, LLC, the franchisor. "You" means the person who buys the franchise. If a corporation, partnership or limited liability company buys a franchise, "you" also may refer to the shareholders of the corporation, partners of the partnership or members of the limited liability company.

The Franchisor

We are a Florida limited liability company formed on August 8, 2017. Our principal place of business is at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9; our telephone number is (514) 683-0875. Our agents for service of process are disclosed in Exhibit E.

Our Business Experience

We sell franchises to operate Copper Branch Restaurants ("Restaurants") that offer 100% ~~vegan~~plant based, healthy-style cuisine, featuring salads, power bowls, burgers, sandwiches, wraps, burritos, and smoothies. All menu items are created with chef-inspired flavours and crafted with plant-based, gluten-free, organic and non-GMO super-food ingredients. Copper Branch Restaurants use our system for operating quick-service restaurants specializing in ~~vegan~~plant based healthy cuisine, and includes Copper Branch's formulas, techniques, trade dress, trademarks and logos (the "System"), including signage, interior and exterior design, décor and colour scheme; special recipes and menu items; 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. We have offered franchises for Restaurants in the United States since September 2017. ~~As of the date of this Disclosure Document, we~~We have one franchised location ~~under construction~~open in Fort Lauderdale, Florida~~,~~, as of January 2019, and we do not operate any Copper Branch Restaurants. Our affiliate ~~Copper Branch Bleecker LLC~~CBF, Inc, which has a principal place of business at ~~201 Old Country Road, Suite 120, Melville, NY 11747,~~1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9, has a company-owned Restaurant under construction in New York, New York.

Our founder, Onofrio Infantino, has over thirty years' experience in the restaurant industry. Our affiliate 9317-0546 Quebec Inc. o/a Copper Branch Franchising, which has a principal place of business at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9, has offered franchises for Restaurants in Canada since December 2015. As of the date of this Disclosure Document, there are ~~nine~~53 franchised Restaurants operating in Canada, and there are four Restaurants in France and one Restaurant in Belgium operated through a master licensee.

Our affiliate 9317-0546 Quebec Inc., which has a principal place of business at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9, has operated corporate Restaurants in Canada since September 2014. As of the date of this Disclosure Document, there are ~~eight~~

~~company~~four affiliate-owned Restaurants operated in Canada by ~~subsidiaries~~affiliates of 9317-0546 Quebec Inc.

Our affiliate Copper Branch Corp., which has a principal place of business at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9, owns the "Marks" (including the "Copper Branch" mark) as defined in Item 13 and has licensed us the right to use the Marks and sublicense the Marks to operate Restaurants under the Marks.

Other than as described, we have no affiliates, predecessors or parents required to be disclosed in this Item 1. Except as disclosed above, neither we nor any of our parents or affiliates has offered franchises in any other line of business.

Franchise Offered

You will sign a Franchise Agreement (Exhibit B) to receive the right to own and operate a Restaurant offering the products and services we approve and using our formats, designs, methods, specifications, standards, operating and marketing procedures and the Marks, including the Mark "Copper Branch." You will operate your Restaurant from a leased location of ~~300~~450 to 2,000 square feet. Your Restaurant will sell the products and services we designate periodically, including proprietary Copper Branch® menu items and other products and services.

We also offer qualified franchisees two options for development and operation of multiple Copper Branch® Restaurants. The first is a Multi-Unit Agreement (Exhibit C) under which you will establish and operate an agreed number of Restaurants in a non-exclusive area. The second is an Area Development Agreement (Exhibit D) under which you are granted the right to establish and operate an agreed number of Restaurants within an exclusive area. Under either a Multi-Unit or Development Agreement, you must also sign our then-current form of Franchise Agreement for each Restaurant you open. The initial fees payable under these agreements are described in Item 5.

Market, Competition, Laws and Regulations

A Restaurant will offer different types of entrees, sandwiches, breakfast, lunch, and dinner foods, and related plant based menu items. Your competition is well developed and will include other franchised and company-owned restaurants that offer similar prepared ~~vegan~~plant based and non-~~vegan~~plant based foods.

In addition to laws and regulations that apply to businesses generally, federal, state and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Restaurant, including those which (a) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for stores and disclosure of nutritional information; employee practices concerning the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations, including restrooms; (b) establish standards pertaining to employee health and safety; (c) establish standards and requirements for fire safety and general emergency preparedness; and (d) regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer and Founder, Onofrio Infantino

Mr. Infantino has been our Chief Executive Officer and Founder since our inception in August 2017, and has been Chief Executive Officer and Founder of our affiliate 9317-0546 Quebec Inc. o/a Copper Branch Franchising since its inception in February 2015. Mr. Infantino has been an owner of 824244 Ontario Ltd. and 9056-4329 Quebec Inc., operators of Subway sandwich shops in Montreal, Quebec, since March 1989 and November 1997 respectively.

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

The "Initial Franchise Fee" for a Copper Branch® Restaurant is $40,000. You will pay us the Initial Franchise Fee when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances.

In addition, we charge a ~~construction supervision fee in the sum of 5% of the overall construction cost which~~design and coordination fee of $18,000 that includes all fees related to the ~~plans, as well as all small wares, supplied equipment, materials and trades, plus applicable taxes, as compensation for our time and expenses incurred in connection with our supervision of your~~preparation of working and preliminary plans, as well as weekly coordination calls with engineers, architects, and the general contractor when necessary, and communication as necessary with suppliers and trades. The fee also includes, if necessary, a preliminary site visit and a deficiency inspection at the completion of the construction of the Restaurant.~~ Your cost will range from $10,000 to a maximum of $25,000.~~

Multi-Unit Agreement

If you sign a Multi-Unit Agreement, you must prepay a portion of the discounted initial franchise fees for the number of Copper Branch Restaurants that you agree to develop. The "Multi-Unit Agreement Fee" is payable in a lump sum upon signing the Multi-Unit Agreement, in accordance with the following:

Number of Restaurants to be Opened	Total Multi-Unit Agreement Fee Payable	Amount to be Paid Upon Signing Multi-Unit Agreement and First Franchise Agreement	Amount to be Paid Upon Signing Subsequent Franchise Agreements
3	$111,000	$75,500 ($40,000 for the first Restaurant, and one-half of the balance for the second and third Restaurants)	$17,750 (Balance of fee for the each additional Restaurant)
4	$144,000	$92,000 ($40,000 for the first Restaurant, and one-half of the balance for the second through fourth Restaurants)	$17,333 (Balance of fee for the each additional Restaurant)
5	$175,000	$107,500 ($40,000 for the first Restaurant, and one-half of the balance for the second through fifth Restaurants)	$16,875 (Balance of fee for the each additional Restaurant)

If you agree to develop more than five Restaurants, your total Multi-Unit Agreement Fee will be as follows:

Number of Restaurants to be Opened	Total Multi-Unit Agreement Fee Payable
6	$204,000
7	$231,000
8	$256,000
9	$279,000
10	$300,000

In each case, you will, upon signing the Multi-Unit Agreement, pay $40,000 plus one-half of the remaining balance for the second through final Restaurants. You will, upon signing each of the subsequent Franchise Agreements, pay the balance of the total remaining Multi-Unit Agreement Fee divided by the number of additional Restaurants you agree to develop.

We will insert the amount of the total amount of the Multi-Unit Agreement Fee in the Multi-Unit Agreement before signing it with you. The Multi-Unit Agreement Fee is non-refundable.

Area Development Agreement

If you sign an Area Development Agreement, you must pay us a "Development Fee" in a lump sum when you sign that Agreement. The "Development Fee" includes the initial franchise fees for each of the Copper Branch Restaurants you agree to develop. The Development Fee is based on the number of Copper Branch Restaurants that you agree to develop, in accordance with the following schedule:

Number of Restaurants to be Opened	Development Fee
3	$111,000
4	$144,000
5	$175,000
6	$204,000
7	$231,000
8	$256,000
9	$279,000
10	$300,000

We will insert the amount of this fee in the Area Development Agreement before signing it. The Development Fee is non-refundable. When you sign a Franchise Agreement for a new Restaurant, we will credit from the Development Fee an amount equal to the initial franchise fee for that Restaurant.

ITEM 6

OTHER FEES

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Royalty Fee	6.5% of your Gross Revenues	As determined by us	Royalty Fees are calculated based on Gross Revenues for the previous period. Amounts due will be withdrawn by EFT from your designated bank account. Gross Revenue means the total amount of all sales and other income whatsoever you derive from conducting the Business, less customer credits, the value of discounts, and sales taxes.
Brand Development Fund Contribution (2)	2.5% of Gross Revenues	Payable together with the Royalty Fee	
Local Marketing	Minimum of 1% of Gross Revenues	As incurred	To be spent on advertising in your local market
Participation in Promotions	Approx. $200 per month	As incurred	To purchase required in-store promotional materials. Amounts in excess of $200 per month will apply towards your Local Marketing requirement.
Graphic Design Fee	$75/hour	As incurred	Where we are requested by you to prepare marketing and promotional materials specifically for your Restaurant, we charge you our graphic design fee, presently $75/hour.
Cooperative Advertising (3)	As determined by Cooperative	As determined by Cooperative	If an advertising cooperative is formed for your area, you must join the cooperative. Any money you contribute to a cooperative will count toward your local advertising requirement.

Type of Fee	Amount (See Note 1)	Due Date	Remarks
Additional Training or assistance	Will vary under the circumstances	As incurred	Due only if we require, or you ask us to provide, additional or special training, guidance or assistance, including our personnel's fee (currently $3,500) plus expenses.
Seminars and Conferences	You must attend our various seminars, meetings, conferences. You will be responsible for your travel and food costs.	When incurred	Various
Interest	Twelve percent (12%) per annum, calculated monthly in arrears from the date such payment was payable until repayment	On demand	Interest may be charged on all overdue accounts.
Administrative Fee	If a payment owing to us is late, dishonoured or likewise not provided, a $100 administrative fee will be due and owing	Upon late or dishonoured payment	
Audit Fee	Cost of Audit, which we currently estimate at $500 to $5,000	When Billed	Payable only if we find, after an audit, that you understated any amount you owe to us or Gross Revenues by 2% or more. You must also pay the understated amount plus interest.
Prohibited Product or Service Fine	$500 per day of use of unauthorized products or services	If incurred	In addition to other remedies available to us.
Transfer Fee	$10,000 plus expenses	Upon our approval of transfer	
Renewal of Franchise Agreement	50% of the then-current initial franchise fee	On signing of Renewal Franchise Agreement	
Liquidated Damages (4)	See Note 4.		
Costs and Legal Fees	Will vary under circumstances	On demand	If you default under your agreement, you must reimburse us for the expenses we incur (such as legal fees) in enforcing or terminating your 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 Restaurant or in connection with any offer of your securities, or for costs associated with defending claims that you used the trademarks in an unauthorized manner.
Repair, Equipment Upgrade, Maintenance, and Remodeling and/ or Redecorating	Will vary under circumstances	As incurred	Payable to us or approved suppliers. You must regularly clean and maintain your Restaurant and its equipment. We may require you to upgrade your kitchen equipment to meet our then- current standards. We may require you to remodel or redecorate your Restaurant to meet our then-current image for all Copper Branch Restaurants. There are no contractual

Type of Fee	Amount (See Note 1)	Due Date	Remarks
			limitations on upgrading, remodeling, or redecorating we may require.
Pest Control	$25 to $~~40~~50 per month	Monthly	Group Service subject to change (5)
Music System	$40 to $~~60~~80 per month	Monthly	Group Service subject to change. Approved Satellite Stations (5)
POS System	$80 to $~~120~~160 per month	Monthly	Group Service subject to change (5)
Menu Boards	$35 to $~~50~~70 per month	Monthly	Group Service subject to change. Updates and controls menu board content (5)
Loyalty Program	$60 to $~~80~~120 per month	Monthly	Group Service subject to change (5)
Online Ordering	$~~140~~120 to $160 per month	Monthly	Group Service subject to change (5)
Telephone & Internet	$100 to $150 per month	Monthly	Regional/National provider
Cleaning Supplies	May vary from location to location	Daily use	Group Service provider (5)
Uniforms	$50 to $100 month	As incurred	Group Provider (5)
Franchisee Portal /Technology Support Package	$25 to $150 per month	Monthly	Payable to us for the costs of providing an internet portal for accessing system information.
Insurance	Cost of insurance	As incurred	Payable if you fail to obtain required insurance and we do so on your behalf.
Alternative Supplier Approval	$2,500 to $5,000	As incurred	Payable to reimburse our costs of review and evaluation if you request our approval of a supplier we have not previously approved.

Notes:

1. All fees described in this Section are non-refundable. Except as otherwise indicated in the preceding table, we impose all fees and expenses 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 provides services and future policy changes. At the present time we have no plans to increase payments over which we have control.

2. We administer a Brand Development Fund on behalf of the System to provide creative materials for the benefit of the System.

3. Cooperatives will include all Restaurants located in a specific geographic area, whether owned by us, or our associates or our franchisees. Each Restaurant has one vote in the cooperative, except that no franchisee (or commonly controlled group of franchisees) may have more than 25% of the total vote, regardless of the number of Restaurants owned. No Cooperatives have been established as of the date of this Disclosure Document.

4. 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 lower.

5. The amount is payable to us or a group service provider. The fee amounts do not range based on the number of franchisees in the system or other factors.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	High	Low			
Initial Franchise Fee (2)	$40,000	$40,000	Lump Sum	On signing Franchise Agreement	Us
Professional Site Study	$~~3,500~~1,600	5,000	As arranged	As arranged	Approved site study provider
Construction, Leasehold Improvements, Fixtures, and Decorating (3)	$~~150,000 to $250,000~~200,000	$350,000	As arranged	As arranged	Contractors
Equipment~~,~~ and Furniture ~~and Fixtures~~ (4)	$100,000 ~~to~~ $150,000		As arranged	As arranged	Approved Suppliers
Rent – 2 to 3 Months (5)	$~~8,000 to $40,000~~10,000	$60,000	As determined by Landlord	Before opening	Landlord
Security Deposits (6)	$~~5,000 to $30,000~~10,000	$60,000	As arranged	As arranged	Landlord, Utility Companies
POS Computer System (7)	$14,000 ~~to~~ $22,000		As arranged	As arranged	Approved Suppliers
Insurance – 3 Months (8)	~~$700 to~~ $900	$2,400	As arranged	As arranged	Insurance Companies
Permits and Licenses (9)	$~~600 to $1,200~~900	$3,600	As arranged	As arranged	Government Agencies
Opening Inventory (10)	~~$8,000 to~~ $10,000	$16,000	As arranged	As arranged	Us or Approved Suppliers
Signage (11)	$~~6,000 to $12,000~~7,000	$14,000	As arranged	As arranged	Approved Suppliers
~~Grand Opening Advertising~~Marketing Launch Campaign (12)	~~$2,000 to~~ $4,000	$8,000	As arranged	As arranged	Us or Suppliers
"Opening Soon" Signage (13)	$1,500 ~~to~~ $2,500		As arranged	As arranged	Suppliers
Design and Coordination fee (14)	$18,000	$18,000	As arranged	As arranged	Us
~~Design, engineering~~Engineering & architectural plans (~~14~~15)	$~~17,000 to $27,000~~10,000	$20,000	As arranged	As arranged	Architect, Engineer~~, Designer~~
Salaries, Travel and Living Expenses While Training (~~15~~16)	$1,000 ~~to $6,000~~	$8,000	As arranged	As incurred	Airlines, Hotels, Restaurants, Employees
Professional Fees (~~16~~17)	$~~3,000 to $7,000~~5,000	$10,000	As arranged	As arranged	Attorney, Accountant (a portion may be payable to us if we have paid for legal representation in

Type of Expenditure (1)	Amount High	Amount Low	Method of Payment	When Due	To Whom Payment is to be Made
					negotiation and review of a head lease for your Restaurant location)
Additional Funds – 3 Months (~~17~~18)	$10,000 ~~to~~ $24,000		As arranged	As incurred	Employees, Suppliers, Utilities
~~Construction Supervision (18)~~	~~$10,000 to $25,000~~		~~As arranged~~	~~As arranged~~	~~Us or Third Party~~
Broker Commission Fee (19)	$0 ~~to~~ $15,000		As incurred	As arranged	Third-Party Brokerages
Total [20]	**$~~376,800 to $670,100~~ 443,900**	**$828,500**			

Notes:

1. The estimates provided are based on our affiliates' historical operations and experience in operating and franchising Restaurants. These amounts may vary substantially based on local conditions. You are strongly encouraged to speak with business and professional advisors before signing a Franchise Agreement. No part of this initial investment is refundable.

2. You must pay us a $40,000 initial franchise fee when you sign the Franchise Agreement. The initial training fee is included in the Initial Franchise Fee.

3. The cost of leasehold improvements will vary depending on numerous factors, including: (i) the size and configuration of the premises; (ii) pre-construction costs (such as demolition of existing walls and removal of existing improvements and fixtures); and (iii) cost or materials and labour, which may vary based on geography and location. These amounts are based on the cost of adapting our prototypical architectural design plans to remodel and finish-out of the Restaurant and the cost of leasehold improvements. These amounts may vary substantially based on local conditions, including the availability and prices of labour and materials. These costs may also vary depending on whether certain of these costs will be incurred by the landlord. All general contractor bids are to be reviewed and approved by us before you sign a contract for services.

4. This item includes sinks, refrigerators, freezers, ovens, tables, chairs, ~~booths, utensils, a phone system, and office supplies~~small wares, menu boards, office equipment, and telephone, alarm, and music systems. The range depends on whether any equipment already is in place at the site you choose. You must purchase equipment that we specify.

5. If you do not own adequate property, you must lease the property for your business. The typical size for a Copper Branch Restaurant is between ~~500~~1,500 and 2,000 square feet. A kiosk or inline Restaurant can vary from 450 to ~~600~~800 square feet. The costs for rent will vary widely and may be significantly higher than projected in this table depending on factors such as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a Restaurant.

   Landlords may vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), your pro rata share of the real estate taxes and insurance, and your pro rate 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 all 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 initial investment.

6. We expect that you will need to pay deposits for your local utilities, such as telephone, electricity and gas, and your landlord may require you to pay a security deposit. The amount of your deposits will depend, in part, on your credit rating and the policies of the individual utility companies.

7. You must purchase the computerized Point of Sale System that we specify.

8. You must have the insurance that we specify for your Restaurant at all times during the term of your Franchise Agreement. Please see Section 13 of the Franchise Agreement for full details.

9. Our estimate includes the cost of obtaining local business licences which typically remain in effect for one (1) year. The cost of these permits and licences will vary substantially depending on the location of the Restaurant. We strongly recommend that you verify the cost for all licences and permits required in your jurisdiction before signing the Franchise Agreement.

   Our estimate does not include the cost of a liquor licence. Your Restaurant may be required to offer alcohol for sale, depending on license availability and requirements. Since the availability and expenses of acquiring a liquor licence very substantially from jurisdiction to jurisdiction, you should consult the appropriate governmental authority concerning the availability of the required licence and the associated expenses for your Restaurant before you sign a Franchise Agreement. For example, in Ontario, Canada the application fee for a Liquor Licence Sales Permit is $~~1,055.00.~~1,055. Fees for liquor licence applications/permits vary from province to province and state to state. We strongly recommend that you verify the cost and availability of a liquor licence in your jurisdiction before signing the Franchise Agreement.

10. Our estimate includes your initial inventory of food products, ingredients, beverages and paper goods.

11. These amounts represent your cost for your 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.

12. You must conduct a ~~grand opening advertising~~marketing launch campaign to promote the opening of your Restaurant. ~~We reserve the right to approve all~~The marketing launch campaign start and end dates will differ from location to location. All advertisements proposed to be used in ~~your grand opening advertising campaign, and your campaign must be conducted in the 90-day period that includes 30 days before and 60 days after opening of your Restaurant. At our request, you must give the grand opening advertising money to us and we will conduct the grand opening advertising campaign on your behalf.~~the marketing launch campaign are subject to our review and approval.

13. Before the opening of your location, you must install "Opening Soon" signage prepared in the form of a window cling(s) and or poster(s) placement on store window and or construction hoarding. The cost will be between $1,500 and $2,500, including design, production and installation.

14. We charge a design and coordination fee of $18,000 that includes all fees related to the preparation of working and preliminary plans, as well as weekly coordination calls with engineers, architects, and the general contractor when necessary, and communication as necessary with suppliers and trades. The fee also includes, if necessary, a pre-design site visit and a deficiency inspection at the completion of the construction of the Restaurant, for which we reserve the right to use third parties.

15. ~~14.~~ You must hire an architect~~, design team~~ and ~~contractor~~engineer to modify our standard plans and specifications to create construction drawings that are specific to your approved location. We reserve

the right to specify the architect~~, design team~~ and~~ contractor~~/or engineer you must use. All proposed plans and drawings are subject to our ~~approval~~review before construction may begin, and any changes proposed during construction must be approved by us.

16. ~~15.~~ These estimates include only your out-of-pocket costs associated with attending our initial training program, including travel, lodging, meals and applicable wages for ~~four~~two trainees. Training will take place at a Copper Branch Restaurant (which may be in Montreal, Quebec). These amounts do not include any fees or expenses for training any other personnel. Your costs may vary depending on your selection of lodging and dining facilities and mode and distance of transportation. The lower end of our estimate assumes that the trainees live within driving distance of our training facility.

    In addition, where our trainers have to stay more than 7 days after the opening of your Restaurant, you will be responsible for 3 star accommodations for up to 2 in-store corporate trainers and any additional air travel costs.

17. ~~16.~~ We expect that you will retain a lawyer and an accountant to assist you with evaluating this franchise offering, and with negotiating your lease or purchase agreement for the approved location.

18. ~~17.~~ This estimates your initial start-up expenses for an initial three-month period, not including payroll costs, and does not include any revenue that your Restaurant may earn in the first three months of operation. These figures are estimates only and we cannot guarantee that you will not have additional expenses starting your business. Your expenses will depend on factors such as how much you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions (e.g., the local market for our products or services), the prevailing wage rate, competition and the sales level reached during the initial period. 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 section are not intended to be a forecast of the actual cost to you or to any particular franchisee.

~~18. We charge a construction supervision fee in the sum of 5% of the overall construction cost which includes all fees related to the plans, as well as all small wares, supplied equipment, materials and trades, plus applicable taxes, as compensation for our time and expenses incurred in connection with our supervision of your construction of the Restaurant. Your cost will range from $10,000 to a maximum of $25,000.~~

19. If you enter into a Lease for a location for which a brokerage is entitled to a commission, you may be obligated to satisfy that commission.

20. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing arrangements for you. If you obtain financing from others to pay for some of the expenditures necessary to establish and operate the franchise, the cost of financing will depend on your creditworthiness, collateral, lending policies, financial condition of the lender, regulatory environment, and other factors.

Multi-Unit Agreement or Area Development Agreement (1)

Type of Expenditure	Amount (2)	Method of Payment	When Due	To Whom Payment is to be Made
Multi-Unit Agreement Fee or Development Fee	Determined by number of Restaurants you agree to develop	Lump Sum (See Item 5)	On signing Multi-Unit Agreement or Area Development Agreement	Us
Site Location / Business Plan Preparation	$0 to $10,000	As Incurred	As Incurred	Third Parties
Additional Funds – 3 Months (3)	$10,000 to $25,000	As Incurred	As Incurred	Third Parties

(1) Except for the Multi-Unit Agreement Fee or Development Fee and other expenses described in the table above, your initial investment for training, real property, equipment, fixtures, other fixed assets, construction, remodeling, leasehold improvements, decorating costs, inventory, security deposits, utility deposit, business licenses, other prepaid expenses, and other costs required to begin operating under the Multi-Unit Agreement or Area Development Agreement are as set out in the initial investment table at the beginning of this Item 7. No part of this initial investment is refundable. We do not provide financing arrangements for you. Except for the Multi-Unit Agreement Fee or Development Fee, investment requirements are substantially similar under the Multi-Unit Agreement and the Area Development Agreement.

(2) The estimates provided are based on our affiliates' historical operations and experience in operating and franchising Restaurants. These amounts may vary substantially based on local conditions. You are strongly encouraged to speak with business and professional advisors before signing a Multi-Unit or Area Development Agreement.

(3) When you have five Restaurants open, we will require you to retain the services of a marketing manager, an operating manager and a human resources professional. Your costs to retain these persons will range from $60,000 to $200,000.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Obligation to Purchase or Lease Products or Services from us or an Affiliate

Neither we nor any affiliate currently sells or leases any products or services to you. However, we or an affiliate may be a designated or approved supplier in the future. None of our officers currently own any ownership interests in any designated or approved suppliers.

Obligation to Purchase or Lease Products and Services under our Restrictions

There are certain foods, beverages and products that are selected by us for consistency in quality and other considerations. Selected items, such as proprietary recipes and certain brand name and private label products, are manufactured or produced only by manufacturers or producers approved by us in writing. To ensure that you adhere to the uniformity requirements and quality standards associated with all Restaurants, you must purchase these items for your Restaurant~~, but you may purchase them from any distributor that can supply them~~ from suppliers we designate or approve. We will provide a written list of these selected foods, beverages and products. We will also notify you of any additions to or deletions from this list.

You must purchase or lease certain foods, beverages and products used in your Restaurant, which satisfy the written standards and specifications we establish. This requirement is necessary to ensure that you adhere to the uniformity requirements and quality standards associated with all Restaurants. We will provide you with written standards and specifications for the layout of your Restaurant premises, the decor of your Restaurant, your equipment and signs, including your computers and software (see Item 11), and certain food and beverage items.

We will issue specifications for the insurance you must carry. The current types and amounts of coverages required for your Restaurant are specified in Article 13 of the Franchise Agreement. You must obtain general liability insurance with coverage of at least $5,000,000, other coverages in amounts we specify in the Franchise Agreement, and all insurance required by law, such as workers' compensation insurance.

We determine our uniformity and quality standards and specifications, in our sole discretion. We may modify our written standards and specifications, and you must comply with any modifications. You will be responsible for ensuring that all the foods, beverages and products selected by you will continue to conform to the standards and specifications we establish.

You must also purchase or lease certain other foods, beverages and products required for your Restaurant only from suppliers we designate or approve. We will provide a written list of designated or approved suppliers for these foods, beverages and products. We will also notify you in writing of any additions to or deletions from this list. If you want to contract with a supplier who has not been previously approved by us to purchase foods, beverages or products subject to our approved supplier requirements, then you must, at your expense, send to us representative samples or specifications of that supplier's products or services, and certain other information about the supplier's products and business. We will also have the right to inspect the supplier's facilities and otherwise evaluate the proposed supplier and its products or services, and you must reimburse us for the expenses we incur, estimated to range from $2,500 to $5,000, to inspect and evaluate the supplier. Within 100 days after receiving the necessary samples and information, we will notify you in writing as to whether the supplier's products or services comply with the uniformity requirements, quality standards and specifications established by us, and whether the supplier's business reputation, delivery performance, credit rating and other relevant information are satisfactory. The criteria for supplier approval are available to franchisees upon request.

We estimate that purchases of food, beverages and products that meet our standards and specifications and purchases from designated or approved suppliers will constitute ~~up~~from 1½% to ~~2~~3% of your initial expenditures to open your Restaurant, and approximately 35% of the annual ongoing expenditures to operate your Restaurant.

Consideration Provided to Us or You from Suppliers

We may negotiate purchasing arrangements with suppliers of foods, beverages, products and services for the benefit of our franchise system. We have not established purchasing or distribution cooperatives. We do not provide material benefits to you (for example, renewal or granting additional franchises) based upon your purchase of particular products or services or use of particular suppliers.

We may receive income in the form of rebates, discounts, allowances or other payments or credits from designated or approved suppliers that sell foods, beverages, products or services to our franchisees. In some cases, prices charged by suppliers to company-owned Restaurants may be less than prices charged to franchised Restaurants based on volume, credits, administrative costs, or other factors. If we receive any rebates or other payments from a supplier as a result of your purchases from the supplier, those payments will be our exclusive property. You will not have any rights to the payments made to us by suppliers. Neither we nor any affiliate derived any revenue based upon required purchases or leases by franchisees in the United States during ~~2017.~~2018.

Except as described above, you are not required to purchase or lease products or services from us or an affiliate, and we will not derive revenue or other material consideration based upon your purchases of products or services from designated or approved suppliers or based upon your purchases of products or services that must meet our standards and specifications.

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 other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 10 of Franchise Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Sections 6 and 10 of Franchise Agreement	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Section 10 of Franchise Agreement	Item 5, 7, and 11
d. Initial and ongoing training	Section 8 of Franchise Agreement	Items 7 and 11
e. Opening	Sections 6 and 10 of Franchise Agreement	Items 5 and 11
f. Fees	Section 3 of Franchise Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/ Operations Manual	Section 6 of Franchise Agreement	Items 11 and 16
h. Trademarks and proprietary information	Section 12 of Franchise Agreement	Items 13 and 14
i. Restriction on products/services offered	Section 6 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 6 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Section 6 of Franchise Agreement	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Section 6 of Franchise Agreement	Item 11
n. Insurance	Section 13 of Franchise Agreement	Items 6, 7 and 8
o. Advertising	Section 9 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 14 of Franchise Agreement	None
q. Owner's participation/management/staffing	Section 6 of Franchise Agreement	Items 11 and 15
r. Records and reports	Section 4 of Franchise Agreement	Item 6
s. Inspections and audits	Section 4 of Franchise Agreement	Item 6
t. Transfer	Section 17 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 2 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 16 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 11 of Franchise Agreement	Item 17
x. Dispute resolution	Section 18 of Franchise Agreement	Item 17

ITEM 10

FINANCING

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

ITEM 11

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

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance. Before you open your Restaurant, we, or our affiliate will:

(1) Evaluate your proposed site based on factors including population densities during lunch, dinner, and weekend time periods, other demographic factors including age, income levels, educational levels, and spending habits of populations in the area, local retail mix, rental rates, access, existing services, and configuration of the premises. We will not generally own the premises for your Restaurant. You must lease or purchase an approved site within one year of signing the Franchise Agreement; if you fail to do so we will have the right to terminate the Franchise Agreement. We will provide our evaluation of your proposed site within 30 days of the time you provide us with all required information concerning the site (Franchise Agreement – Section 10.2).

(2) Provide assistance for the ordering of equipment, fixtures, signage, inventory and supplies (Franchise Agreement – Section 10.2).

(3) ~~Be responsible for the hiring and overall supervision during the construction with the chosen trades, General Contractor and suppliers (Franchise Agreement – Section 10.5).(4) Provide through the approved engineering firm with all Mechanical and Electrical specifications. Through the Architect all plans will be approved for permitting. Through the~~Through our designer and head office operations team all of the specifications for the equipment will be supplied and approved. All supply of materials will be furnished by the approved suppliers (Franchise Agreement – Section 10.5).

(~~5~~4) Provide you with fully completed plans and specifications for the Restaurant, including those for dimensions, interior design and layout, building materials, fixtures, equipment, furniture, signs and (Franchise Agreement – Sections 10.4 and 10.5).

(~~6~~5) Provide the initial training program described below to you (Franchise Agreement – Section 8).

(~~7~~6) Provide to you access to the confidential Operations Manual. You must keep the Operations Manual confidential and discontinue using it when the Franchise Agreement terminates (Franchise Agreement – Section 7). The Table of Contents of the Operations Manual is attached as Exhibit G. You will be allowed to view the Operations Manual before you sign the Franchise Agreement.

If you enter into a Multi-Unit Agreement or an Area Development Agreement, our approval process for your additional Restaurant sites will be substantially as described above.

Ongoing Assistance. During the operation of your Restaurant, we, or our affiliate will:

(1) Provide management and operations advice relating to Restaurant operations, including products and services offered for sale and compliance with the System (Franchise Agreement – Section 5.4).

(2) Maintain and administer advertising monies for marketing, advertising and promotional programs (Franchise Agreement – Sections 5.3 and 9).

(3) Provide any additional training we deem appropriate (Franchise Agreement – Section 5.5).

Advertising

We administer and control a Brand Development Fund (the "Fund") for the advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs and materials for the System. You must contribute to the Fund each period that we determine an amount equal to 2.5% of Gross Revenues for that period, via electronic funds transfer or another payment method we specify and together with each Royalty payment.

Copper Branch Restaurants that we or our associates own will contribute to the Fund on the same basis as franchisees. Franchisees who operate under different forms of franchise agreement might contribute to the Fund at a different rate than you. Certain suppliers also may contribute to the Fund.

We will designate and direct all programs that the Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Fund may pay for any advertising, promotion, marketing and brand-related activities, including preparing, producing and placing video, audio and written materials and electronic media; developing, maintaining and administering one or more System Websites, other online presence, and social media; creating and administering national, regional, multi-regional and local marketing, advertising, promotional, social responsibility and customer relationship management programs, including purchasing trade journal, direct mail, Internet and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public and customer relations, market research, and other advertising, promotion, marketing and brand-related activities. We may place advertising in any media, including print, radio, and television, on a regional or national basis. Our in-house staff and/or national or regional advertising agencies may produce advertising, marketing, and promotional materials. The Fund also may reimburse Copper Branch Restaurant operators (including us and/or our associates) for expenditures consistent with the Fund's purposes that we periodically specify.

We will account for the Fund separately from our other funds and not use the Fund to pay any of our general operating expenses, except to compensate us and our associates for the reasonable salaries, administrative costs, travel expenses, overhead and other costs we and they incur in connection with activities performed for the Fund and its programs, including conducting market research, preparing advertising, promotion and marketing materials, implementing social responsibility initiatives, maintaining and administering the System Website and other forms of online presence, collecting and accounting for Fund contributions, and paying taxes on contributions. We will not use any Fund contributions principally to solicit new franchise sales, although part of the System Website is devoted to franchise sales. The Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified here. We will prepare an annual unaudited summary of the Fund's income and expenses, and will provide a copy of that summary to you on written request.

The Fund ~~was~~will be established in our current fiscal year. It is anticipated that the breakdown of the Fund in this fiscal year will be:

System-Wide Brand Development	90%
Local Marketing	0%
Amount we retain for fund administration	10%

(Fund percentages in above may not total 100% of funds collected due to deficit and surplus balances, and due to advances made from us to the Fund).

We intend the Fund to maximize recognition of the Marks and patronage of Copper Branch Restaurants. Although we will try to use the Fund to develop and/or implement advertising and marketing materials and programs and for other uses (consistent with this section) that will benefit all contributing Copper Branch Restaurants, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Fund contributions from Copper Branch Restaurants operating in that geographic area, or that any Copper Branch Restaurants benefits directly or in proportion to the Fund contributions that it makes.

~~Grand Opening~~

Marketing Launch Campaign

You must conduct a ~~grand~~marketing launch campaign announcing the opening ~~event for~~of your Restaurant~~ spending~~, and you must spend between $~~2,000~~4,000 and $~~4,000. Your grand opening~~8,000 for approved marketing and promotions. Your marketing launch campaign must be conducted ~~within~~over the period we designate, generally between 30 days ~~of~~before and 30 days after opening your Restaurant for business. You must submit to us, for our approval, the proposed ~~grand opening~~marketing launch campaign materials before you conduct the campaign. At our request, you must give us the money for your marketing launch campaign and we will conduct the campaign on your behalf.

In addition to the grand opening campaign, you must install "Opening Soon" signage prepared in the form of a window cling(s) and or poster(s) placement on store window and or construction hoarding. The cost will not exceed $1,500, including design, production and installation.

Participation in Promotions

You shall participate in our required promotional programs in accordance with the terms and conditions we establish for each program, including by displaying the required promotional materials in your Restaurant. You must purchase such promotional materials, including posters, window clingers, table toppers and menus (catering, in-store and take-out) from us or a designated supplier. Any expenditure on such promotional materials in excess of $2,400 per year ($200 per month calculated annually) will be counted towards your Local Advertising spending requirement

Local Advertising

You must spend a minimum of 1% of Gross Revenues each year on local advertising for your Restaurant. We must approve all advertising before you use it. 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. You must provide us with an advertising expenditure report within 30 days of our request.

Where we are requested by you to prepare marketing and promotional materials specifically for your Restaurant, we charge you our graphic design fee, presently in the sum of $75/hour.

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

Cooperative Advertising

We may designate any geographic area in with two or more Restaurants are located as a region for purposes of establishing an advertising Cooperative, or we may approve of the formation of an advertising Cooperative by our franchisees. The members of the Cooperative for any area will consist of all Restaurants, whether operated by us, our associates 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 advertising programs and developing, subject to our approval as described above, promotional materials for use by the members in Local Advertising. 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.

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.

Unless the Cooperative decides otherwise, contributions to the cooperative will not exceed the Local Advertising monetary contribution requirements.

Neither the Brand Development Fund nor any Cooperative will use any funds for advertising that is principally a solicitation for the sale of franchises for Restaurants.

Advisory Council

We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Copper Branch Restaurants, advertising conducted by the Brand Development Fund, and any other matters that we deem appropriate. Advisory council members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or may be elected by other franchisees in the System. 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.

Website/Extranet

Websites (as defined below) are considered as "advertising" in 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 communications software that you operate or authorize others to operate and that refers to the Copper Branch 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 provides 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 of or more web pages that we establish on our Website.

You are strictly prohibited from promoting your Restaurant or using the Proprietary Marks in any manner on any social and/or networking Websites, such as Facebook, LinkedIn, MySpace, Instagram and Twitter, without our prior written consent.

Computer and Point of Sale Systems

You must purchase and use certain point of sale systems from an approved vendor, computer hardware and software that meet our specifications and that are capable of electronically interfacing with our computer system. The computer system cost will range from $14,000 to $22,000 (see Item 7). The computer system is used to collect and monitor point of sale information and to create business reports, and may be sued to collect and monitor inventory control and shrinkage, payroll and accounting information, gift cards and loyalty program, and credit card processing.

You must install and maintain equipment and a high-speed telecommunication line (such as T-1, DSL or cable modem) in accordance with our specifications to permit us to access the point of sale system (or other computer hardware and software) at the Restaurant premises as described above. This will permit us to electronically inspect and monitor information concerning your Restaurant's Gross Revenues 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.

You must repair and maintain all point of sale and computer systems necessary for the operation of your business. You must update and upgrade all necessary point of sale and computer systems in response to changes in the Operations Manual, or changes in our policies that are communicated to you in writing. There are no restrictions on the frequency or cost of such updating and upgrades. We currently charge a POS System charge of $80 to $~~120~~160 per month for maintenance and updating services.

You need not buy or use any computer system to operate under the Area Development Agreement.

We will have independent access to information and data produced by your POS System, and there are no contractual limitations on our right to access the information and data.

Development Time

The typical length of time between our acceptance of the Franchise Agreement and the opening of your Restaurant varies from six to 12 months. This period may be longer or shorter, depending on when you sign your lease, the time of year, availability of financing, local construction delays, how soon you can attend training, or other factors. You must complete development and open your Restaurant within the time period specified in the Franchise Agreement.

Training

Before opening your Restaurant to the public (or, if the Restaurant is operating under the Marks on the Franchise Agreement's effective date, within 30 days after that date), your personnel whom we designate, generally your general manager and one additional management person, must attend and complete to our satisfaction our initial training program on the operation of a Copper Branch Restaurant. You may send additional personnel subject to our prior approval. The initial brand standards training program may include classroom training, instruction at designated facilities, hands-on training at an operating Copper Branch Restaurant (which may be in Montreal, Quebec), remote training (including via Internet access) and/or self-study programs. The training program is estimated to be comprised of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on-the-job Training	Location
Day One: Company - Welcome presentation	4		Our headquarters in Montreal, Quebec

Subject	Hours of Classroom Training	Hours of on-the-job Training	Location
Day One: Company - Marketing Presentation	4		Our headquarters in Montreal, Quebec
Day Two: Operations - Demonstration and Explanation of the Menu	8		Our headquarters in Montreal, Quebec
Day Three: Administration - Finance	4		Our headquarters in Montreal, Quebec
Day Three: Administration - Opening of Accounts	4		Our headquarters in Montreal, Quebec
Day Four: Administration - Introduction and Administrative Practice	8		Our headquarters in Montreal, Quebec
Day Five: Management - Introduction to Management	4		Our headquarters in Montreal, Quebec
Day Five: Management - Administrative Practices	4		Our headquarters in Montreal, Quebec
Day Six: Cash & POS - Pre-Opening: Observation and Guidance		8	An operating Copper Branch Restaurant (which may be in Montreal, Quebec)
Day Seven: Cash & POS - Introduction to the POS System		8	An operating Copper Branch Restaurant (which may be in Montreal, Quebec)
Days Eight through 14: Kitchen - Demonstration and Coaching		56	An operating Copper Branch Restaurant (which may be in Montreal, Quebec)
Day 15: Revision and Test - Menu Test Training, Revision, Questions and Organization of Pre-Opening		4	An operating Copper Branch Restaurant (which may be in Montreal, Quebec)
Days 16 through 18: Kitchen - Kitchen Training		24	An operating Copper Branch Restaurant (which may be in Montreal, Quebec)
Days 19 to 23: Business Development, Human Resources Management, Business Operations, and Marketing	40		Our headquarters in Montreal, Quebec

We provide the training program as often as necessary to accommodate new franchisees. You must pay your and your personnel's travel, living and other expenses (including local transportation expenses) and compensation incurred in attending any training courses and programs, conventions or work at any Copper Branch Restaurant that is part of their training.

If we determine that you or any of your personnel cannot complete the initial brand standards training programs to our satisfaction, then we, at our option and without limiting our other rights, may require you or your personnel to attend additional brand standards training programs at your expense (for which we may charge reasonable fees, presently at $150 per day). If you and your personnel satisfactorily complete our initial training program and you do not expressly inform us at the end of the initial training program that you feel that you or they have not been adequately trained, then you and they are deemed to be trained sufficiently to operate a Copper Branch Restaurant.

If the Restaurant covered by this Agreement is your (or your Associates') second or subsequent Restaurant, we reserve the right to reduce or eliminate the our initial brand standards training program.

Subsequent to the provision of the our initial brand standards training program, if you request that we provide a further training program, or if we required that your subsequently hired management personnel receive an initial training program, you must pay our fee for such program, presently in the sum of $3,500, plus our travel, living and other expenses.

The instructional materials for all training programs include the Operations Manuals, handouts and visual aids, and will include lecture, classroom discussion, hands-on demonstration and/or practice training at a Copper Branch® Restaurant.

~~Mitch Simons, our Operations Manager~~Richard Hebert, Global Executive Vice President of our Canadian affiliate, leads our team that will be involved in the training program. Mr. ~~Simons~~Hebert has ~~seven months~~over one year of experience with our affiliates and over ~~15~~25 years of experience in the restaurant industry. All other instructors have a minimum of two years of relevant experience with us or our affiliates, or at least two years of comparable industry experience.

During the opening of the Restaurant, we will provide on-site training for up to seven days. After you open your Restaurant, we will provide training to any new managers or Principal Owners, at your expense. You are responsible to provide all employee training as necessary. In addition, we may require that you (or the Principal Owner of a franchisee that is an entity) and any manager attend supplemental and refresher training programs during the term of the Franchise Agreement. We may determine the time and place of this additional training and may charge you a reasonable fee for the training.

Operations Manual. We will allow, during the term of the Franchise Agreement, access to our Operations Manual (the "Operations Manual"). The table of contents of the Operations Manual is attached as Exhibit G.

ITEM 12

TERRITORY

Franchise Agreement

If you sign a Franchise Agreement with us, you will operate the Restaurant from a location we approve~~, and we~~. We do not grant any minimum territory, but may outline a protected area in the Franchise Agreement.

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

Continuation of operation of your Restaurant does not depend on achieving a certain sale volume, market penetration or other contingency. You may not use other channels of distribution, including the internet. You will not have the right to solicit or accept orders from outside your area, except for goods or services provided directly to the customer at your Restaurant premises.

You may not relocate your Restaurant without our prior written consent. If you relocate your Restaurant, it must be constructed in accordance with our then-current specifications.

We do not grant to you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory. Except as disclosed, neither we nor any affiliate operates, franchises, or has any current plans to operate or franchise any business selling the products and services authorized for sale at a Copper Branch® Restaurant under any other trademark or service mark.

Multi-Unit Agreement

We and you will identify an area within which you and your Associated Entities may develop Copper Branch Restaurants in an exhibit to the Multi-Unit Agreement before signing it. We typically identify an area either using county or state boundaries. There is no minimum size for a Multi-Unit Agreement area. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we run or from other channels of distribution or competitive brands that we control. Under the Multi-Unit Agreement, your site location obligations and our site approval rights are substantially as described above in Item 11 with respect to those obligations and rights under the Franchise Agreement.

Area Development Agreement

We and you will identify the Area within which you and your Associated Entities may develop Copper Branch Restaurants in an exhibit to the Area Development Agreement before signing it. We typically identify Areas either using city boundaries or as a circle with a radius of a specified distance that we determine from a specified intersection. We base the Area's size on the number of Copper Branch Restaurants you agree to develop, the market, other characteristics of the Area, and demographic factors. There is no minimum size for the Area.

We and you will negotiate the number of Copper Branch Restaurants that you or your Associated Entities must develop. You must adhere to the negotiated minimum number of store openings per year in order to keep your territorial rights. If you are fully complying with the Area Development Agreement, we will grant you and your Associated Entities franchises to operate the agreed-upon number of Copper Branch Restaurants in the Area. Franchises that we grant to your Associated Entities will count toward your development obligations. You and your Associated Entities may not develop Copper Branch Restaurants outside the Area. Under the Area Development Agreement, your site location obligations and our site approval rights are substantially as described above in Item 11 with respect to those obligations and rights under the Franchise Agreement.

When the Area Development Agreement expires or terminates, we (and our associates) may establish, and allow others to establish, Copper Branch Restaurants the physical premises of which are located within the Area and engage, and allow others to engage, in any other activities we desire within and outside the Area without any restrictions, subject only to your (or your Associate Entity's) rights under existing franchise agreements with us.

Other Distribution Channels

We may engage, and allow others to engage, in any other activities of any nature within or outside the Area, including those which we now reserve in our Franchise Agreement. We expressly reserve the right to distribute or offer the same or similar products and/or services, using the Trademarks or different trademarks, by means of mail order, television, catalogue sales, internet website or other means of electronic advertising or commerce, or through grocery, department and specialty stores or similar stores, and/or as part of or in combination with other retail establishments. There are no restrictions on our rights to solicit or accept orders from consumers in your area and we are not required to pay you any compensation for such orders.

ITEM 13

TRADEMARKS

We grant you the right to operate your Restaurant under the name "Copper Branch," a federally registered service mark and other trademarks or service marks (the "Marks"). Those rights are granted under the Franchise Agreement.

The following schedule list only the principal Marks that you are licensed to use. We have filed all required affidavits and renewal registrations for those Marks listed below.

Principal Trademarks	U.S. Registration Or Serial No.	Registration Or Application Date	Principal/Supplemental Register
Copper Branch	Reg. No. 4,837,451	Reg. Date: Oct. 20, 2015	Principal
Copper Branch	Reg. No. 4,875,390	Reg. Date: Dec. 22, 2015	Principal
Copper Branch and Design ~~(1)~~	~~Ser~~Reg. No. ~~87/243,761~~5,758,095	~~App~~Reg. Date: ~~Nov.~~May 21, ~~2016~~2019	Principal

~~(1) We do not have a federal registration for this principal trademark. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

Our affiliate Copper Branch Corp. owns the Marks and has licensed us the right to use the Marks and to sublicense the use of the Marks to operate Restaurants under a trademark license agreement dated August 9, 2017 (the "Trademark License Agreement"). The term of the Trademark License Agreement is perpetual unless terminated due to an uncured breach. Copper Branch Brands may terminate the Trademark License Agreement if: (a) we breach the Trademark License Agreement and fail to cure such breach; (b) we stop or threaten to stop operating as business or paying the license fee; (c) we make or attempt to make an assignment for the benefit of creditors; or (d) if a custodian, receiver, manager, or other person is appointed to take charge of our business. If the Trademark License Agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses provided that the franchisees comply with all other terms of their Franchise Agreements. The Trademark License Agreement contains no other limitations.

We have the right to periodically change the list of Marks. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or substitutions respecting the Marks unless we direct in writing. You may not use any Mark or portion of any Mark as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any unauthorized manner. You may not use any Mark or portion of any Mark on any website without our prior written approval.

There are currently no effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the principal Marks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our rights to use or license the use of any principal Marks in any manner material to the franchise.

You must immediately notify us of any apparent infringement of or challenge to your use of any Marks, and we have sole discretion to take any action we deem appropriate. We are unaware of any infringing uses or superior rights that could materially affect your use of the principal Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Marks and we will have the sole right to decide to pursue or settle any infringement actions relating to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you will make these changes or substitutions at your own expense. You will give us your full cooperation and assistance in helping us defend the Marks in any trademark related matter.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or copyrights currently registered that are material to the franchise. We do claim copyright ownership and protection for the Operations Manual and our recipes, and for certain other written materials we provide to assist you in operating your Restaurant.

We own certain proprietary or confidential information relating to the operation of Restaurants, including information in the Operations Manual and recipes ("Confidential Information"). You must keep confidential during and after the term of the Franchise Agreement the Confidential Information. When your Franchise Agreement expires or terminates, you must return to us all Confidential Information and all other copyright material. You must notify us immediately if you learn of an unauthorized use of the Confidential Information. We are not obligated to take any action and we will have the sole right to decide the appropriate response to any unauthorized use of the Confidential Information. You must comply with all changes to the

Operations Manual at your cost. We own and will periodically establish policies under which we or you may use Restaurant customer data.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

During the term of the Franchise Agreement, you (if franchisee is an individual) or your general manager must devote sufficient time and best efforts to the management of the Restaurant. You are expected to stay informed about our organizational plans, initiatives and direction by regular review of communications sent to you electronically or otherwise.

You or your general manager must provide direct on-premises supervision to the Restaurant. The general manager must complete our training course. He or she need not have any equity interest in the franchisee or the business entity that owns or operates the franchise. If he or she fails to satisfactorily complete the training program, you may designate a different individual and you must notify us immediately. We may request that you are present at the Restaurant for any inspection or evaluation we conduct.

Any individual or entity that holds, directly or indirectly, a 10% or greater equity interest in the franchisee must sign a Personal Guarantee and Postponement, a copy of which is found at Schedule D to the Franchise Agreement (which is attached hereto at Exhibit B). If no individual owns a 10% or greater equity interest in the franchise, those owners that we designate much sign a personal guarantee.

Pursuant to the Personal Guarantee and Postponement, each guarantor agrees to be personally bound by, and liable for the breach of, each and every provision in the Franchise Agreement. You will be required to grant us a general security over your assets at the time of signing of the Franchise Agreement. The form of General Security Agreement is attached at Schedule C to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell in your Restaurant all, and only, those products and services that we have approved (See Item 8). You must at all times maintain an inventory of approved products and other items in such quantities and variety that we direct. We may add new products or services that you must offer at or use in your Restaurant. Our right to modify the approved list of products and services to be offered at a Restaurant is not limited.

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 2.5	Term is for a single 10 year period, or the term of the Lease, whichever is less.
b	Renewal or Extension of the Term	Section 2.6	There is a conditional right to renew for one additional term.
c	Requirements for you to Renew or Extend	Section 2.6	Materially comply with current Franchise Agreement, provide advance notice, adhere to our then-current standards, have the right to remain in possession of the premises, pay our costs associated with the renewal, be in compliance with all licenses necessary to operate your Restaurant, and sign new franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement).
d	Termination by You	Not Applicable	
e	Termination by Us Without Cause	Not Applicable	
f	Termination by Us With Cause	Section 15	We may terminate the Franchise Agreement only if you default and do not cure the default within any applicable cure period.
g	"Cause" defined – Defaults Which Can be Cured	Section 15.1	Curable defaults: failure to pay amounts due within seven days of notice; failure to comply with Franchise Agreement, and fail to cure within 10 days of notice; create a threat or danger to public health and fail to cure within 48 hours of notice; or fail to satisfy any judgment against you within 21 days.
h	"Cause" defined - Defaults Which Cannot be Cured	Section 15.1	Non-curable defaults: operation at an unapproved location; failure to acquire approved location or open when required; you abandon the business; you are convicted of a criminal offense or impair the goodwill associated with the Marks; your lease terminates or expires; you are adjudicated a bankrupt; you falsify any statement or report furnished to us; or you commit defaults more than two times in any consecutive 12 month period. In the event of such defaults, we have the right to terminate the Franchise Agreement without providing you an opportunity to cure.
i	Your Obligations on Termination / Non-Renewal	Section 16	Cease operation of Restaurant and use of Marks; pay all amounts due to us and / or our affiliate (s) and designees; stop using and return manuals and other materials containing any marks; cease using confidential information; assign leased premises to us at our option; comply with all non-competition and non-solicitation provisions (see below); pay us liquidated damages.
j	Assignment of Contract by Us	Section 17.7	No restriction on our right to assign.
k	Transfer by You - defined	Sections 1.1.n and 17.1	Includes sale, assignment, or encumbrance in whole or in part in connection with the Restaurant.
l	Our Approval of Transfer by You	Section 17.1	You must apply for and receive our approval to transfer.
m	Conditions for Our Approval of Your Transfer	Section 17.4	Includes: all payments must be current; transferee must sign franchise agreement, pay for and complete training programs; you

	Provision	Section in Franchise Agreement	Summary
			must pay a transfer fee of $10,000, our expenses, and all applicable taxes.
n	Our Right of First Refusal to Acquire Your Business	Section 17.4.b	We can match any offer for your business.
o	Our Option to Purchase Your Business	Section 16.1.f	We have the right to purchase your equipment and supplies at fair market value upon expiration or termination of the Franchise Agreement.
p	Your Death or Disability	Section 17.2	Within 60 days of your death or incapacity, application must be made to us for consent to continue franchise. Our consent will not be unreasonably withheld but may be granted subject to conditions. Failure to notify us of death or incapacity within 60 days is an event of default entitling us to automatically terminate the Franchise Agreement with no right to cure.
q	Non-Competition Covenants During the Term of the Franchise	Section 11.1.a	No involvement in competing business.
r	Non-Competition Covenants After the Franchise is Terminated or Expires	Section 11.1.b	No involvement in competing business within 5 kilometres of the Restaurant or of another Restaurant for a period of 2 years after Franchise Agreement is terminated or expires.
s	Modification of the Agreement	Section 18.19	No modification except in writing and signed by both parties; we retain the right to alter supplier lists, Operations and Training Manual, business standards and franchise system.
t	Integration / Merger Clause	Section 18.19	Only the terms of the Franchise Agreement (including exhibits) are binding (subject to federal and state law).
u	Dispute resolution by Arbitration or Mediation	Section 18.24	All disputes, claims and controversies not amicably settled will be settled by arbitration.
v	Choice of Forum	Section 18.24	Arbitration must occur in the state where our principal place of business is located at the time the dispute arises.
w	Choice of Law	Section 18.7	Laws of the state where the Restaurant is located will apply.

This table lists certain important provisions in the Muli-Unit Agreement. You should read those provisions in the agreement attached to this disclosure document.

	Provision	Section in Multi-Unit Agreement	Summary
a	Length of the Term of the Franchise	Section 8; Exhibit A	Term continues until you have completed your development obligations in accordance with the Development Schedule.
b	Renewal or Extension of the Term	Not Applicable	Not Applicable.
c	Requirements for you to Renew or Extend	Not Applicable	Not Applicable.
d	Termination by You	Not Applicable	Not Applicable.
e	Termination by Us Without Cause	Not Applicable	Not Applicable.
f	Termination by Us With Cause	Section 8; Exhibit A	We may terminate the Multi-Unit Agreement if you default on your development obligations.
g	"Cause" defined – Defaults Which Can be Cured	Not Applicable	Not Applicable.
h	"Cause" defined - Defaults Which Cannot be Cured	Section 8; Exhibit A	We may terminate the Multi-Unit Agreement if you default on your development obligations.

	Provision	Section in Multi-Unit Agreement	Summary
i	Your Obligations on Termination / Non-Renewal	Section 8	Loss of rights to develop additional Restaurants; termination does not affect Franchise Agreements for operational Restaurants.
j	Assignment of Contract by Us	Section 9	No restriction on our right to assign.
k	Transfer by You - defined	Section 9	Includes sale, assignment, or encumbrance in whole or in part.
l	Our Approval of Transfer by You	Section 9	You must apply for and receive our approval to transfer.
m	Conditions for Our Approval of Your Transfer	Section 9	Transferee meets our standards.
n	Our Right of First Refusal to Acquire Your Business	Not Applicable	Not Applicable.
o	Our Option to Purchase Your Business	Not Applicable	Not Applicable.
p	Your Death or Disability	Not Applicable	Not Applicable.
q	Non-Competition Covenants During the Term of the Franchise	Section 2	No involvement in competing business (governed by Franchise Agreement).
r	Non-Competition Covenants After the Franchise is Terminated or Expires	Section 2	No involvement in competing business (governed by Franchise Agreement).
s	Modification of the Agreement	Section 10	No modification except in writing and signed by both parties (governed by Franchise Agreement).
t	Integration / Merger Clause	Section 10	Only the terms of the agreement (including exhibits) are binding (subject to federal and state law) (governed by Franchise Agreement).
u	Dispute resolution by Arbitration or Mediation	Section 10	All disputes, claims and controversies not amicably settled will be settled by arbitration (governed by Franchise Agreement).
v	Choice of Forum	Section 10	Arbitration must occur in the state where our principal place of business is located at the time the dispute arises (governed by Franchise Agreement).
w	Choice of Law	Section 10	Laws of the state where the Restaurants are located will apply (governed by Franchise Agreement).

This table lists certain important provisions in the Area Development Agreement. You should read those provisions in the agreement attached to this disclosure document.

	Provision	Section in Area Development Agreement	Summary
a	Length of the Term of the Franchise	Section 9; Exhibit A	Term continues until you have completed your development obligations in accordance with the Development Schedule.
b	Renewal or Extension of the Term	Not Applicable	Not Applicable.
c	Requirements for you to Renew or Extend	Not Applicable	Not Applicable.
d	Termination by You	Not Applicable	Not Applicable.
e	Termination by Us Without Cause	Not Applicable	Not Applicable.

	Provision	Section in Area Development Agreement	Summary
f	Termination by Us With Cause	Section 9; Exhibit A	We may terminate the Development Agreement if you default on your development obligations.
g	"Cause" defined – Defaults Which Can be Cured	Not Applicable	Not Applicable.
h	"Cause" defined - Defaults Which Cannot be Cured	Section 9; Exhibit A	We may terminate the Development Agreement if you default on your development obligations.
i	Your Obligations on Termination / Non-Renewal	Not Applicable	Loss of rights to develop additional Restaurants; termination does not affect Franchise Agreements for operational Restaurants.
j	Assignment of Contract by Us	Section 10	No restriction on our right to assign.
k	Transfer by You - defined	Section 10	Includes sale, assignment, or encumbrance in whole or in part.
l	Our Approval of Transfer by You	Section 10	You must apply for and receive our approval to transfer.
m	Conditions for Our Approval of Your Transfer	Section 10	Transferee meets our standards.
n	Our Right of First Refusal to Acquire Your Business	Not Applicable	Not Applicable.
o	Our Option to Purchase Your Business	Not Applicable	Not Applicable.
p	Your Death or Disability	Not Applicable	Not Applicable.
q	Non-Competition Covenants During the Term of the Franchise	Section 1	No involvement in competing business (governed by Franchise Agreement).
r	Non-Competition Covenants After the Franchise is Terminated or Expires	Section 1	No involvement in competing business (governed by Franchise Agreement).
s	Modification of the Agreement	Section 11	No modification except in writing and signed by both parties (governed by Franchise Agreement).
t	Integration / Merger Clause	Section 11	Only the terms of the agreement (including exhibits) are binding (subject to federal and state law) (governed by Franchise Agreement).
u	Dispute resolution by Arbitration or Mediation	Section 11	All disputes, claims and controversies not amicably settled will be settled by arbitration (governed by Franchise Agreement).
v	Choice of Forum	Section 11	Arbitration must occur in the state where our principal place of business is located at the time the dispute arises (governed by Franchise Agreement).
w	Choice of Law	Section 11	Laws of the state where the Restaurants are located will apply (governed by Franchise Agreement).

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 our management by contacting Onofrio Infantino at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9; (514) 683-0875, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1
**System Wide Restaurant Summary*
For Years ~~2015-2017~~2016-2018**

Restaurant Type	Year	Restaurants at the Start of the Year	Restaurants at the End of the Year	Net Change
Franchised	~~2015~~2016	0	0	0
	~~2016~~2017	0	0	0
	~~2017~~2018	0	0	0
Company-Owned	~~2015~~2016	0	0	0
	~~2016~~2017	0	0	0
	~~2017~~2018	0	0	0
Total Restaurants	~~2015~~2016	0	0	0
	~~2016~~2017	0	0	0
	~~2017~~2018	0	0	0

*As noted in Item 1, as of the date of this Disclosure Document, we have franchised and affiliate owned Restaurants in Canada. In addition, as of January 2019 we had one franchised Restaurant open in Florida and one affiliate-owned Restaurant under construction in New York.

TABLE NUMBER 2
Transfers of Restaurants From Franchisee to New Owners (Other than the Franchisor)

For Years ~~2015-2017~~2016-2018

State	Year	Number of Transfers
TOTAL	~~2015~~2016	0
	~~2016~~2017	0
	~~2017~~2018	0

TABLE NUMBER 3
Status of Franchised Restaurants
For Years ~~2015-2017~~2016-2018

State	Year	Restaurants at the Start of the Year	Restaurants Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Restaurants at the End of the Year
N/A	~~2015~~2016	0	0	0	0	0	0	0
	~~2016~~2017	0	0	0	0	0	0	0
	~~2017~~2018	0	0	0	0	0	0	0
TOTAL	~~2015~~2016	0	0	0	0	0	0	0
	~~2016~~2017	0	0	0	0	0	0	0
	~~2017~~2018	0	0	0	0	0	0	0

TABLE NUMBER 4
Status of Company-Owned Restaurants
For Years ~~2015-2017~~2016-2018

State	Year	Restaurants at the Start of the Year	Restaurants Opened	Restaurants Reacquired From Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at the End of the Year
TOTAL	~~2015~~2016	0	0	0	0	0	0
	~~2016~~2017	0	0	0	0	0	0
	~~2017~~2018	0	0	0	0	0	0

TABLE NUMBER 5
Projected Openings
As of December 31, ~~2017~~2018

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants through the End of the Current Fiscal Year	Projected New Company-Owned Restaurants through the End of the Current Fiscal Year
California	1		
~~Michigan~~Florida	~~0~~1	~~0~~1	0
Maine	1	1	0
~~Ohio~~New York	0	~~0~~2	0
TOTAL	~~0~~3	~~0~~4	0

A list of our Canadian Copper Branch® franchisees and affiliate owned Restaurants as of July ~~1, 2018~~31, 2019 is included on Exhibit F. There are no affiliate owned ~~or~~and one franchised Copper Branch® Restaurants in the United States as of ~~the date of this Disclosure Document,~~July 31, 2019, although our affiliate ~~has leased space for one restaurant to be located~~had one Restaurant under construction in the state of New York as of that date. There are no Copper Branch® franchisees in the United States that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement in the last fiscal year.

If you buy a Copper Branch® franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

We have no trademark specific franchisee association.

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements for the ~~period~~periods ended December 31, 2018 and December 31, 2017. ~~Also included in Exhibit A are our unaudited financial statements as of August 17, 2018.~~ We have not been franchising for three or more years, and cannot therefore provide all financial statements that would have otherwise have been required in this Item.

ITEM 22

CONTRACTS

The Franchise Agreement is attached as Exhibit B. The Multi-Unit Agreement is attached as Exhibit C. The Area Development Agreement is attached as Exhibit D. The State Addendum is attached as Exhibit H. The Disclosure Acknowledgement Addendum is attached as Exhibit I.

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included at the end of this disclosure document (Exhibit J). You should keep one copy as your file copy and return the second copy to us.

EXHIBIT A

FINANCIAL STATEMENTS

Copper Branch Franchising, LLC
Dorval, Quebec
Financial Statements
Year Ended December 31, 2018, and Period from August 8, 2017 (Date of Inception) to December 31, 2017

Weber & Deegan, Ltd.
Certified Public Accountants

COPPER BRANCH FRANCHISING, LLC
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2018, AND PERIOD FROM AUGUST 8, 2017 (DATE OF INCEPTION) TO DECEMBER 31, 2017

Weber & Deegan, Ltd.
Certified Public Accountants

PHONE: 952.920.6186
FAX: 952.920.5428
www.weberdeegan.com

INDEPENDENT AUDITOR'S REPORT

To the Member, Board of Governors and Management
Copper Branch Franchising, LLC
Dorval, Quebec

We have audited the accompanying financial statements of Copper Branch Franchising, LLC which comprise the balance sheet as of December 31, 2018, and the related statements of operations and member's deficit and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles 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 Copper Branch Franchising, LLC as of December 31, 2018 and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

The financial statements of Copper Branch Franchising, LLC as of December 31, 2017 and for the period from August 8, 2017 (date of inception) through December 31, 2017, were audited by another auditor who expressed an unmodified opinion on those statements on January 29, 2018.

Weber + Deegan, Ltd.

Weber & Deegan, Ltd.
July 23, 2019

COPPER BRANCH FRANCHISING, LLC
BALANCE SHEETS
DECEMBER 31, 2018 AND 2017

	2018	2017
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	$ 42,226	$ 1,616
Prepaid expenses	10,530	-
Deferred costs - broker fees	3,475	-
TOTAL CURRENT ASSETS	56,231	1,616
OTHER ASSETS:		
Deferred costs - broker fees	30,420	-
TOTAL OTHER ASSETS	30,420	-
TOTAL ASSETS	**$ 86,651**	**$ 1,616**
LIABILITIES AND MEMBER'S DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	$ 43,456	$ -
Accrued expenses	24,750	-
Advances from parent company	32,109	10,000
Deferred revenue - franchise fees	10,500	-
TOTAL CURRENT LIABILITIES	110,815	10,000
DEFERRED REVENUE - FRANCHISE FEES	91,877	-
TOTAL LIABILITIES	202,692	10,000
MEMBER'S DEFICIT	(116,041)	(8,384)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	**$ 86,651**	**$ 1,616**

See notes to financial statements.

COPPER BRANCH FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBER'S DEFICIT
YEAR ENDED DECEMBER 31, 2018 AND THE PERIOD FROM AUGUST 8, 2017 (DATE OF INCEPTION) TO DECEMBER 31, 2017

	2018	2017
REVENUES:		
Franchise fees	$ 2,623	$ -
TOTAL REVENUES	2,623	-
OPERATING EXPENSES:		
Advertising	25,191	-
Profeesional fees	77,869	9,204
Other	7,220	180
TOTAL OPERATING EXPENSES	110,280	9,384
NET LOSS	**(107,657)**	**(9,384)**
MEMBER'S DEFICIT - BEGINNING OF YEAR	(8,384)	-
MEMBER CONTRIBUTIONS	-	1,000
MEMBER'S DEFICIT - END OF YEAR	**$ (116,041)**	**$ (8,384)**

See notes to financial statements.

COPPER BRANCH FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2018 AND THE PERIOD FROM AUGUST 8, 2017 (DATE OF INCEPTION) TO DECEMBER 31, 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITES:		
Net loss	$ (107,657)	$ (8,384)
Adjustments to reconcile net loss to net cash flows from operating activities:		
Change in operating assets and liabilities:		
Prepaid expenses	(10,530)	-
Deferred costs - broker fees	(33,895)	-
Accounts payable	43,456	-
Accrued expenses	24,750	-
Deferred revenue - franchise fees	102,377	-
NET CASH FLOWS FROM OPERATING ACTIVITIES	18,501	(8,384)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Member contributions	-	1,000
Net advances (repayments) from (to) parent company	22,109	10,000
NET CASH FLOWS FROM FINANCING ACTIVITIES	22,109	10,000
NET INCREASE (DECREASE) IN CASH	40,610	1,616
CASH AND EQUIVALENTS, BEGINNING OF YEAR	1,616	-
CASH AND EQUIVALENTS, END OF YEAR	**$ 42,226**	**$ 1,616**

See notes to financial statements.

NOTE 1 – NATURE OF BUSINESS

Copper Branch Franchising, LLC (CBF, LLC or Company) was incorporated in the State of Florida on August 8, 2017 to franchise the Copper Branch vegan-based restaurant system under the Copper Branch registered mark throughout the United States. CBF, LLC is a wholly-owned subsidiary of Copper Branch Franchising, Inc., a Canadian-based franchisor.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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 certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Concentrations of Risk

Cash in Excess of Insured Limits
The Company maintains its cash balances in one financial institution located in Canada. There are no uninsured balances as of December 31, 2018 and 2017. The Company believes it is not exposed to any significant credit risk on cash and equivalents.

Cash and Equivalents
The Company considers all short-term investments with an original maturity of three months or less to be cash equivalents.

Revenues, Deferred Revenue and Related Deferred Costs

Initial Franchise Fees and Renewal Fees and Related Direct Costs: The Company has determined that the criteria to recognize revenue for initial franchise fees and renewal fees to be met over the contract term. Accordingly, revenue is recorded as deferred revenue in the balance sheet until all material service or conditions have been substantially performed or satisfied by the Company, at which point revenue is recognized over the term of the franchise agreement, typically 10 years. Direct costs related to initial franchise and renewal fees, primarily broker commissions, are recorded as deferred costs in the balance sheet and amortized over the term of the franchise agreement. Under previous guidance, the initial franchise and renewal fees and related direct costs were recognized when the training of the principal operator is complete.

Transfer Fees: The Company has determined that there is no continuing obligation after the contract is signed and fees are paid with revenue recognized at that point in time.

Royalty Fees: These fees are 6.5% of franchisee gross monthly revenue and recognized in the period in which the revenues occur and are billed and collected monthly in arrears.

Brand Fund Revenues and Expenditures: Franchises contribute generally 2.5% of gross monthly revenue and are recognized on a gross basis, invoiced monthly and collected at the same time as royalty fees. These funds are non-refundable and contractually required to be spent by the Company over the calendar year on marketing and related activities per the franchise agreement.

Training Fees: The Company recognizes training fees when a franchisee completes there training.

Recently Adopted Accounting Pronouncements

In May 2014, the FASB issued amended guidance for revenue recognition, which provides a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The Company adopted the revenue recognition guidance, ASC Topic 606, on January 1, 2018 using the cumulative effect method of initially applying the revenue recognition standard to contracts not completed at the date of initial application. The only revenue stream impacted by this new guidance was initial franchise fees and renewal fees; however, there is no impact to the statement of operations in 2018 for the cumulative effect based on timing of new contracts.

New Accounting Pronouncements Issued But Not Yet Adopted by the Company

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). This standard amends the existing guidance and requires lessees to recognize on the balance sheet assets and liabilities for the rights and obligations created by those leases with lease terms longer than twelve months. The Company currently does not have any leasing arrangements.

NOTE 3 – SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash Paid for Interest and Income Taxes

There was no cash paid for interest or income taxes for the year ended December 31, 2018 and from August 8, 2017 (date of inception) to December 31, 2017, respectively.

NOTE 4 – RELATED PARTIES

The advances from parent company relates to movement of cash between the Company and Copper Branch Franchising, Inc, the Canadian-based parent company.

NOTE 5– FRANCHISE INFORMATION

The Company signed up 3 new territories during 2018 that were paid but not yet open. There were no new territories in 2017. There were no locations closed in 2018 and 2017. Initial franchise fee revenue was $2,623 and $0 for the year ended December 31, 2018 and from August 8, 2017 (date of inception) to December 31, 2017, respectively. There were no Company-owned territories at December 31, 2018 and 2017.

There were no Company-owned territories in 2018 and 2017. The following is a summary of operating income by franchised territories for the years ended December 31:

	2018	2017
Franchised territories:		
Revenues, including initial fees	$ 2,623	$ -
Costs and expenses	110,280	9,384
	$ (107,657)	$ (9,384)

Territories in operation were as follows as of and for the years ended December 31:

	2018	2017
Outlets at the start of the year	-	-
Outlets at the end of the year	3	-
Net Change	3	-

NOTE 6 – CONTINUED VIABILITY

The Company began operations in August 2017 to establish a presence in the U.S. marketplace, after having successfully accomplished a solid market presence in Canada through its parent company, CBFI. The Company has had minimal revenue and had cumulative losses of $127,501 since its inception. The continued viability of the Company is dependent upon continued financial support from CBFI and sales of franchises.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through July 23, 2019, the date the financial statements were available to be issued and concluded that there were no subsequent events that require disclosure in the financial statements.

EXHIBIT B

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

TABLE OF CONTENTS

SCHEDULES

FRANCHISE AGREEMENT

BETWEEN:

Copper Branch Franchising, LLC

a Florida limited liability company

(hereinafter referred to as the "Franchisor")

OF THE FIRST PART

- and -

*****

a corporation / limited liability company incorporated under the laws of the State of ***

(hereinafter referred to as the "Franchisee")

OF THE SECOND PART

- and -

*****

in the State of ***

(hereinafter referred to as the "Guarantors")

OF THE THIRD PART

WHEREAS the Franchisor has experience, special skills, methods, recipes, techniques, and knowhow, and has developed a system providing for the design, marketing and operation of restaurants under the trademark "Copper Branch";

AND WHEREAS the Franchisee is aware of the foregoing and wishes to obtain from the Franchisor the right to use the system, and in association therewith, the right to use the trademark "Copper Branch", subject to the terms and conditions contained in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars ($2.00) now paid by each of the parties hereto to the other (the receipt and sufficiency whereof is hereby acknowledged by each of them) and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1 - DEFINITIONS

1.1. Where used herein or in any schedules or amendments hereto, the following terms shall have the following meanings respectively:

a. "**Business**" means the business conducted by the Franchisee at the Premises, using the Franchisor's System and in association therewith, the Trademarks.

b. "**Franchisor's System**" means the comprehensive Restaurant system including, without limiting the generality of the foregoing, the uniform standards, methods, procedures, techniques and specifications developed and/or used by the Franchisor, or which may hereafter be developed and/or used, modified, withdrawn or otherwise revised by the Franchisor, in its sole discretion, for the operation of a quick-service restaurant specializing in the marketing and selling of ~~vegan~~plant based healthy cuisine, and includes without limiting the generality of the foregoing:

   i. the distinguishing and unique characteristics relating to the basic design, construction, appearance and colour scheme of the interior and exterior of the Premises, and the substantially standardized uniform for use by the Franchisee's employees all of which are identified with the Trademarks;

   ii. the menu and proprietary recipes used in preparation of foods sold by the Franchisee;

   iii. the layout, design and selection of the Restaurant;

   iv. the standards of service to be used in the operation of the Business.

c. "**Gross Revenue**" means the total amount of all sales and other income whatsoever, from whatever source (whether it be of a retail, wholesale or other nature), derived from conducting the Business, whether or not such amounts are collected and whether payment is made by way of cash, credit or otherwise.

   Without limiting the generality of the foregoing, Gross Revenue shall include:

   i. sales made pursuant to telephone or other similarly placed orders;

   ii. the amount of all sales assumed to have been lost by the interruption of the business and which is the basis upon which an insurer has or will pay business interruption insurance; and

   iii. all sales made in any part of the Premises in which the Business is located;

   iv. The following shall not be included in calculating Gross Revenue:

      1. the amount of any tax imposed by any federal, state, municipal or other governmental authority on sales and collected from customers, provided that the amount of any such tax is shown separately and in

fact paid by the Franchisee to the appropriate governmental authority; and

2. an exchange of Products made between the Franchisee and a customer, provided that the amount paid for the Products by the customer was originally included in calculating Gross Revenue.

3. in calculating Gross Revenue, the following shall be deducted therefrom:

    a. the amount of any cash or credit refunded to a customer, for which the Franchisee has not been reimbursed, on account of the return of any Products, provided that the amount refunded with respect to such Products was originally included in calculating Gross Revenue;

    b. an amount equal to the value of any discount given to a customer, for which the Franchisee has not been reimbursed, on account of the purchase of any Products through the use of coupons or other similar type promotions approved by the Franchisor, provided the sale upon which the discount is given was recorded at full value in calculating Gross Revenue; and

    c. any sales, use or gross receipts tax imposed by any Governmental Authority directly upon sales, if the amount of the tax is added to the selling price and is charged to the customer, a specific record is made at the time of each sale of the amount of such tax, and the amount of such tax is paid to the appropriate taxing authority by the Franchisee.

4. No allowance whatsoever shall be made for bad debts. Each sale of Products made upon instalment or credit shall be treated as a sale at the full price at the time such Products are delivered and/or provided, irrespective of the time when the Franchisee shall receive payment therefore.

d. "**Improvements**" means all leasehold improvements, additions, alterations, signs, fixtures, equipment, furnishings and all other assets (including without limitation all design and other plans and specifications), required under the Franchisor's System in order to design, construct, equip, fixture and otherwise complete the Premises so as to allow the Franchisee to carry on the Business.

e. "**Landlord**" means the Person, Persons, or Organization from whom the right to occupy the Premises has been obtained.

f. "**Lease**" means the offer to lease and/or lease agreement or agreements (whether oral or written) under which the right to occupy the Premises has been obtained from the Landlord and any amendments made to any of the foregoing from time to time.

g. "**Manual**" means the information sheets, directives, notices, video or audio tapes, computer data and media or other written or electronic communications, and documents prepared by or on behalf of the Franchisor and given to the Franchisee from time to time, to assist the Franchisee in operating the Business. For the purposes hereof, all of the foregoing shall collectively be deemed to make up the Manual.

h. "**Person**" or "**Persons**" includes any and all individual or individuals (whether male or female), partnership or partnerships, corporation or corporations or other entity or entities.

i. "**Premises**" means the outlet from which the Franchisee carries on or is to carry on the Business and which is at the location described in Schedule "A" annexed hereto.

j. "**Product**" or "**Products**" means all of the products, goods, merchandise, supplies and other items sold, handled or otherwise dealt in (whether same are sold, handled or otherwise dealt in either in the sale and marketing of various products and other products developed by the Franchisor, and the operation of a Restaurant), and all other services provided or performed in respect of the Business.

k. "**Restaurant**" means a "Copper Branch" restaurant operated in accordance with the Franchisor's System and utilizing the Trademarks in association therewith.

l. "**Term**" means the period of time referred to in Section 2.5 hereof.

m. "**Trademarks**" means:

Trademark	Application/Registration No.
Copper Branch	4837451
Copper Branch	4875390
Copper branch DESIGN	Application No.: 87243761

and/or such other trademark(s), trade name(s) and/or design(s) which may be used in association with the Franchisor's System and which the Franchisee is granted the right to use by the Franchisor, and such trademark(s), trade name(s), and/or design(s) shall include without limitation any variations of same, either alone or in combination or association with names, characters, symbols, insignias, logos, slogans, signs, emblems or otherwise.

n. "**Transfer**" means any sale, transfer, assignment, pledge, mortgage, encumbrance or other conveyance of all or any part of the interest of the Franchisee in this Agreement or the assets of the Business, and any sale, transfer, assignment, pledge, mortgage, encumbrance or other conveyance of any shares or interest, or any change in the composition of partners, whether by operation of law or otherwise, or any amalgamation, which, if the Franchisee is a corporation or partnership, results or could result in the change of control of the Franchisee.

SECTION 2 - GRANT, TERM AND RENEWAL

2.1. **Grant** - Subject to the provisions of this Agreement, the Franchisor hereby grants to the Franchisee for the Term and any renewal thereof (in accordance with this Agreement), the right to use the Franchisor's System in the Premises, and in association therewith, the right and licence to use the Trademarks.

The Franchisee is not permitted to carry on any business from the Premises other than the Business and will not pursue sales, other than Restaurant or permitted retail sales therefrom without the prior written consent of the Franchisor.

2.2. **Accepted Location** - The specific street address of the Restaurant location accepted by us shall be set forth in Schedule "A" ("Location" or "Accepted Location"). This Agreement does not grant to you the right or licence to operate the Restaurant or to offer or sell any products or services described under this Agreement at or from any other location.

2.3. **No Exclusive Territory –** The Franchisee acknowledges and agrees that this Franchise relates solely to the Premises and that this Agreement does not entitle the Franchisee to any exclusivity, protected territory or territorial rights of any kind.

2.4. **Reservation of Rights** - The Franchisee acknowledges and agrees that the Franchisor reserves the following rights:

a. the right to operate or grant to anyone else the right or a franchise to operate a Copper Branch Restaurant, anywhere in the world, regardless of the actual or threatened impact on sales at the Premises;

b. the right to develop, use and licence the use of proprietary marks other than the Trademarks, in connection with the operation of a program or system that offers products or services which are the same as or similar to and which may compete with the Business;

c. the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by the Business, and franchise, licence or create similar arrangements with respect to these business once acquired, wherever these businesses (or the Franchisees or licensees of these businesses) are located or operating;

d. the right to be acquired, (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided by the Business, or by another business, even if such business operates, franchises and/or licences a business involved in the offer or sale of the products or services which are the same as or similar to and which may compete with the Business;

e. the right to distribute, offer, or grant to someone else the right to distribute or offer, the same or similar products and/or services, using the Trademarks or different trademarks, by means of mail order, television, catalogue sales, internet website or other means of electronic advertising or commerce, and/or through grocery, department and specialty stores or similar stores, and/or as part of or in combination with other retail establishments; and,

f. the right to establish a website and use social media to promote the Franchisor and/or the Business, which may, in the Franchisor's discretion, include a webpage, owned by the Franchisor, specific to each Copper Branch Franchisee.

Notwithstanding anything to the contrary in this Agreement, the Franchisor expressly reserves (for itself and its designees and assignees) all rights not specifically and expressly granted to the Franchisee hereunder.

2.5. **Term –** The term of this Agreement (the "**Term**") shall commence on the date hereof, and shall expire, unless terminated earlier pursuant to the provisions herein, at the earlier of:

a. midnight on the day preceding the tenth (10^{th}) anniversary of the date of the opening of the Restaurant for business; or,

b. the date of expiration of the Lease to the Premises, as may be extended or renewed.

2.6. **Renewal –** If throughout the Term, and as described herein, the Franchisee shall have materially complied with all of the terms and conditions of this Agreement and any other agreement entered into between the Franchisor and the Franchisee and shall have complied with the operating standards and criteria established for the Business, including, without limitation, the Franchisor's System, the Franchisee shall have the option to renew this Agreement for one (1) renewal term. The renewal term shall commence on the expiry of the previous Term and end on the earlier of: (a) the tenth (10^{th}) anniversary thereof; and (b) the expiry of the Lease to the Premises, as may be extended or renewed, unless terminated sooner in accordance with the terms and conditions of this Agreement. The renewal shall require payment by the Franchisee of fifty (50%) percent of the Franchisor's then current franchise fee charged to new franchisees, or a lessor amount in the sole discretion of the Franchisor, and shall be subject to the following terms and conditions being complied with in full prior to any such renewal being effective:

a. The Franchisee shall give the Franchisor written notice of its desire to exercise the renewal option herein provided for not less twelve (12) months and not more than eighteen (18) months prior to the expiry of the term;

b. The Franchisee shall do or cause to be done all such things as the Franchisor may require to ensure that the Business adheres to the then current image, standards and specifications established by the Franchisor for new franchises in the Franchisor's System whether or not such image, standards or specifications reflect a material change in the Franchisor's System in effect during the previous term.

Without limiting the generality of the foregoing, the Franchisee shall make such capital expenditures as the Franchisor shall determine as being reasonably required in connection with the foregoing for the modernization and refurbishing of the Premises and all fixtures, furnishings, equipment and signs therein or thereon, said capital expenditures likely being of a significant nature;

c. The Franchisee satisfies the Franchisor that it has the right to remain in possession of the Premises for such renewal term;

d. The Franchisee shall pay for all of the Franchisor's costs and expenses, excluding legal fees, incurred by the Franchisor incident to the exercise of the renewal option herein provided for and with respect to the renewal of the Lease (regardless of whether or not the renewal is effective), and the Franchisee shall have paid all amounts owing by it to the Franchisor;

e. The Franchisee is not in default of any provision of any licences for the Business carried on at the Premises and is able to renew such licences as necessary;

f. At the commencement of the renewal term, the Franchisee shall, at the option of the Franchisor, execute a new Franchise Agreement in the form then being used by the Franchisor, which may contain terms, including royalty rates and advertising contributions, that are substantially different than contained in this Agreement, and shall execute such other documents and agreements as are then customarily used by the Franchisor in the granting of franchises and licences; and

If the Franchisor shall elect not to execute such a new Franchise Agreement, all of the provisions contained in the Franchise Agreement in effect immediately prior to the commencement of such renewal term shall remain in force during such renewal term.

2.7. **System Changes** - The Franchisee acknowledges that the foundation of the Franchisor's System and the essence of this Agreement is the adherence by the Franchisee to the standards and policies of the Franchisor's System, including but not limited to serving only designated Products, using only prescribed building and equipment layouts and designs, strict adherence to designated Product specifications and to the prescribed standards of quality, service and cleanliness. Further, its conduct of the Business, its accountability for performance of its obligations contained in this Agreement and its adherence to the Franchisor's System also constitute the essence of this Agreement. Accordingly, in accepting the grant referred to above in Section 2.1, the Franchisee agrees that the provisions of this Agreement shall be interpreted to give effect to the intent referred to above so that the Business shall be operated in conformity with the standards and policies of the Franchisor as they now exist or as they may be modified from time to time. The Franchisee agrees to adopt and abide by all such modifications, changes, additions, deletions and alterations at its sole expense.

SECTION 3 - FEES AND PAYMENTS

3.1. **Franchise Fee -** The Franchisee shall pay to the Franchisor upon execution of this Agreement an initial franchise fee in the sum of $40,000, as consideration for the rights granted under this Agreement. This initial franchise fee shall be deemed to be fully earned upon payment to the Franchisor.

3.2. **Royalty Payments** - In return for the ongoing rights and privileges granted to the Franchisee under this Agreement, the Franchisee shall pay a continuing royalty fee to the Franchisor equal to the rate of 6.5% of Gross Revenues in each period, as determined by the Franchisor, together with all applicable taxes.

3.3. **Payment Due Date** - All payments required by this Agreement must be received by the Franchisor by electronic fund transfer or other manner as may be designated by the Franchisor and on such day as to be designated in respect of the preceding period. Any payment not actually received by the Franchisor on or before the designated due date will be considered overdue.

3.4. **Pre-Authorized Payment** - The Franchisee shall participate in such pre-authorized payment plans, computerized point of sale systems, credit verification systems, electronic funds transfer systems, automatic banking systems or other similar plans or systems as the Franchisor may from time to time require, to permit the Franchisee to make payment of all amounts owing to the Franchisor pursuant to this Agreement by automatic bank transfer, electronic funds transfer or similar process or procedure. In order to participate in any such plans or systems, the Franchisee shall, at the Franchisee's cost, do all things necessary in order to implement and maintain such plans or systems.

3.5. **Interest -** All amounts payable by the Franchisee pursuant to this Agreement shall be paid in the lawful currency of the United States, unless otherwise indicated herein, and shall be paid by way of the pre-authorized provisions as contained herein in Section 3.4 or by cash or certified cheque. All such amounts shall be paid without demand and therefore without any set-off, abatement or deduction whatsoever. If the Franchisee fails to pay any amounts when required, such unpaid amounts shall bear interest, annually at an amount equal to twelve (12%) percent per annum, calculated monthly in arrears from the date such payment was payable until repayment.

3.6. **Administrative Fee** - In the event that any payment of any amount due to the Franchisor by the Franchisee is late, dishonoured, returned or otherwise not provided as required herein, and without limiting any of the Franchisor's rights under this Agreement, the Franchisor shall be entitled to charge the Franchisee an administrative fee equal to one hundred dollars ($100) per incidence, which shall be immediately payable to the Franchisor, and accrue interest like any other unpaid amount.

3.7. **Sales Tax** - Any and all amounts expressed as being payable pursuant to this Agreement are exclusive of any applicable taxes. Accordingly, if applicable, all payments by the Franchisee shall, in addition, include an amount equal to any and all sales taxes, value added taxes, or other taxes, assessments or amounts of a like nature imposed on any payments to be made pursuant to this Agreement.

SECTION 4 – ACCOUNTING AND REPORTING

4.1. **Use of Designated Bookkeeping and Accounting System or Service**

(a) The Franchisee shall keep such books and records and submit such statements and reports to the Franchisor as are specified in this Agreement or as otherwise may be required by the Franchisor from time to time. Statements and reports shall be in the form and style required by the Franchisor. Without limiting the generality of the foregoing, if required by the Franchisor at any time, the Franchisee shall, at the Franchisee's cost, acquire and use any computerized accounting, reporting, inventory control, bookkeeping or other similar type program or system instituted by the Franchisor as part of the Franchisor's System, and keep its books and records and prepare all its statements and reports in accordance with such program or system. All books and records with respect to the Business shall be kept by the Franchisee for at least four (4) years following the end of the fiscal year to which such books and records relate and shall be kept at the Premises or at the Franchisee's main office in the state in which the Premises is located. Additionally, and despite the foregoing, the Franchisor may require the Franchisee to engage a stated accounting service at the Franchisee's sole expense.

(b) The Franchisee shall acquire, at its sole expense, and use such type of cash register or point of sale equipment to record sales and other transactions as may be required by the Franchisor from time to time.

(c) All receipts from sales or other transactions (whether for cash or credit) shall be recorded in the presence of the customer.

(d) The Franchisee agrees to cause the fiscal year of the Business to end on such date as may be determined by the Franchisor from time to time, and if requested by the Franchisor, the Franchisee shall take such steps as may be necessary to change the Franchisee's fiscal year end to that year end as may be required by the Franchisor. Until otherwise advised by the Franchisor in writing, the Franchisee agrees that the fiscal year of the Business shall end on the 31st day of December of each year.

4.2. **Reports** - Without limiting the generality of Section 4.1, the Franchisee shall submit to the Franchisor the following statements and/or reports in the Franchisor's prescribed form with respect to the Business:

(a) together with the royalty fees for the period referred to in Section 3.3, a statement of Gross Revenue setting out the daily Gross Revenue and the total Gross Revenue for the said period;

(b) within fourteen (14) days following the end of each quarterly period (as determined by the Franchisor), a statement of profit and loss and a balance sheet for such quarterly period;

(c) within sixty (60) days of the end of each fiscal year of the Franchisee, a copy of the Franchisee's financial statements for such year prepared on a review engagement basis by an independent certified public accountant and certified by the Franchisee as being true and correct and including without limitation a balance sheet and a statement of profit and loss;

(d) a copy of all financial and other reports and statements required to be provided under the Lease and/or Sublease;

(e) upon the Franchisor's written request, copies of all federal, state and municipal income and sales tax returns submitted by the Franchisee to the appropriate governmental authorities;

(f) upon any request of the Franchiser, any other reports required to be maintained by all franchisees pursuant to this Section 4 including without limitation completed labour schedules, production reports and inventory forms; and

(g) unless otherwise agreed to by the Franchisor in writing, all statements and reports referred to herein including without limitation the statements referred to in subsections (b), (c) and (f) above, shall be in such form as may be prescribed by the Franchisor from time to time.

4.3. The Franchisee shall produce at the Premises, all or any part of the books, records, statements or reports in respect of the Business as may be requested by the Franchisor or any representative of the Franchisor, forthwith upon such request, for review by the Franchisor or such representative.

4.4. **Inspection and Audit** - The Franchisor shall have the right to examine all of the Franchisee's books and records with respect to the Business during regular business hours, and shall have the right to have a person in the Premises to check and verify such books and records. In carrying out any examination, the Franchisor shall be entitled to make copies of all documents being examined, including the right to remove same from the Premises for a period of up to seven (7) days to make copies thereof. Also, the Franchisor shall have the right at any time to perform a complete or partial audit of the Business. Any examination and/or audit shall be at the cost of the Franchisor unless such audit is necessitated by the failure of the Franchisee to deliver the statements and reports or to maintain its books and records as required pursuant to this Agreement, or unless such examination discloses the Gross Revenue for the period in question to be understated by more than two (2%) percent; in the event of any of the foregoing, the Franchisee shall pay the amount owing as revealed, and the cost of any such examination or audit forthwith upon demand (all without prejudice to any other rights of the Franchisor). If the Franchisee does not deliver any statement of Gross Revenue as required or such statement is incomplete, the Franchisor or its auditor shall have the right to estimate the Gross Revenue for the period in question and the Franchisee shall immediately pay the amount so estimated. Any estimation of the Franchisor and/or any report of the Franchisor's auditor shall be final and binding on all parties hereto. The Franchisee and the Franchisee's staff shall cooperate fully with all Persons carrying out any review, examination or audit conducted pursuant to this Section 4.

4.5. **Inspection and Temporary Operation of Business** - The Franchisor and/or its nominees shall have the right at any time and without prior notice to the Franchisee, to enter and remain in the Premises to inspect the Premises and Products, to take an inventory of Products, and otherwise to examine the manner in which the Business is being conducted. In such event, the Franchisee and its staff shall cooperate fully with the Franchisor and/or its nominees. Notwithstanding anything otherwise contained in this Agreement, if in the Franchisor's judgment acting reasonably, the Franchisee is not conducting or otherwise managing the Business in a proper manner and as a result, the Business is being affected detrimentally (whether financially, standards of quality are not being maintained or the Franchisee is not otherwise complying with the Franchisor's System), the Franchisor shall have the right but not the obligation, at the expense of the Franchisee, to send a representative or representatives to remain on the Premises to in fact operate and/or manage the Business and to charge a reasonable fee therefore. Any fee charged by the Franchisor to the Franchisee for such services shall be paid forthwith upon receipt of invoice or at the Franchisor's option. The Franchisor may deduct such amount from the receipts of the Business.

4.6. **Changes to Reporting Periods** - Notwithstanding anything contained in this Section 4, the Franchisor, in its sole discretion, shall have the right to change the reporting periods for any statements or reports required to be submitted pursuant hereto, and/or the times within which such statements or reports must be submitted, provided at least thirty (30) days' notice is given to the Franchisee.

4.7. **Disclosure of Information** - The Franchisee consents to the Franchisor obtaining, using and disclosing, in a franchise disclosure document or otherwise as may be required by law, any financial or other information contained in or resulting from information, data, materials, in accordance with this Agreement.

4.8. **Inquires** - The Franchisee hereby authorizes the Franchisor to make inquiry of the Franchisee's lenders, suppliers and other creditors as to their dealings with the Franchisee in relation to the Business, to discuss the affairs, finances and accounts of the Business (and by its execution hereof the Franchisee authorizes and directs such lenders, suppliers and other creditors to discuss with the Franchisor the affairs, finances and accounts of the Franchisee and the Business) and to obtain information and copies of invoices relating to sales or other dealings with all such persons and the Franchisee in any way relating to the Business. If requested, the Franchisee agrees to execute and deliver such directions and other documents within seven (7) business days in order to permit such lenders, suppliers or other creditors to release or disclose any such information and documents to the Franchisor.

SECTION 5 - GENERAL SERVICES OF THE FRANCHISOR

We shall provide the following to you:

5.1. **Site Selection Assistance** - Our written site selection guidelines and such site selection assistance as we may deem advisable.

5.2. **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.

5.3. **Advertising and Promotional Materials** - Certain advertising, promotional materials and information from time to time for use by you in marketing and conducting local advertising for the Restaurant at a reasonable cost to you.

5.4. **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.

5.5. **Initial Training Program** - An initial training program, as well as other training programs in accordance with the provisions of Section 8.

5.6. **Opening Assistance** - On-site opening assistance at the Restaurant in accordance with the provisions of Section 8.

SECTION 6 - COMPLIANCE WITH SYSTEM

6.1. **Strict Compliance** - The Franchisee acknowledges that every part of the Franchisor's System is important to the Franchisor, the Franchisee, to the operation of the Business by the Franchisee and to all other franchisees, including without limitation complying with any requirements respecting the uniformity of Products and uniformity of service.

The Franchisee shall, at its sole expense, comply with all of the Franchisor's Systems and operate the Business in strict compliance with the standards and policies of the Franchisor, including but not limited to those expressly stated below in this Section 6. The Franchisee acknowledges and agrees that the Franchisor has the right to set such standards and policies from time to time as the Franchisor may determine.

6.2. **General Manager** - You shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Restaurant. Unless you own and operate multiple Restaurants or unless we provide our consent to the contrary, you (or one of your owners, if you are a corporate entity) shall be the General Manager for your Restaurant. The General Manager shall be responsible for the daily operation of the Restaurant. The General Manager shall, during the entire period he serves as General Manager, meet the following qualifications:

a. 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;

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

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

d. The General Manager shall satisfy the training requirements set forth in Section 8. 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 6.2 shall be deemed a material event of default under Section 15 hereof.

6.3. **Premises** - The Franchisee shall maintain the interior and exterior of the Premises, including the Improvements, in a clean and attractive manner of a first class quality. In connection therewith, the Franchisee shall carry out any alterations, upgrades, redecorations or additions to the Improvements and the Premises as may be reasonably required from time to time by the Franchisor.

The Franchisee shall not make any alterations, conversions or additions to the Improvements or the Premises without the prior written consent of the Franchisor.

The Franchisee shall not erect any signs or photographs (including religious, cultural or political items) except as are expressly authorized by the Franchisor.

6.4. **Operating Hours** - The Franchisee shall operate the Business during such hours as may be required by the Franchisor, subject to Landlord regulations and applicable governmental laws.

6.5. **Personnel** - The Franchisee shall employ and train adequate and competent personnel so as to operate the Business to its maximum capacity and efficiency; all personnel shall not in any way be deemed employees of the Franchisor and shall be under the exclusive order, direction and control of the Franchisee. The Franchisor will not have any right, obligation or responsibility to control, supervise or manage the Franchisee's personnel. The Franchisee shall cause all employees at all times to maintain a clean cut and neat appearance, wear the style or clothing or uniform designated by the Franchisor and give courteous service to customers in keeping with the standards set by the Franchisor.

The Franchisee shall not, without the Franchisor's written consent, employ or seek to employ any person who is at the time employed by the Franchisor, any of its subsidiaries, or by any other franchisee of the Franchisor who is at the time operating a business using the Franchisor's System, nor shall the Franchisee induce any such Person to leave their employment. It is agreed that this subsection shall not be violated if such Person has left the employ of any of the above-mentioned for a period in excess of six (6) months.

6.6. **Approved Products and Suppliers** - The Franchisee shall sell to the public only those Products now or hereafter designated by the Franchisor.

The Franchisee shall purchase all Products to be used in the Business only from the Franchisor or from suppliers who may be approved or designated by the Franchisor from time to time, and which may include affiliates of the Franchisor.

Any purchases made directly from the Franchisor shall be paid for forthwith upon delivery or otherwise upon such terms as may be agreed to by the Franchisor

The Franchisee shall forthwith comply with all directives of the Franchisor regarding suppliers, including, if so directed, the Franchisee shall cease all business dealings with any supplier who fails to meet the standards prescribed by the Franchisor, immediately upon direction from the Franchisor. The Franchisor shall not be responsible or liable for any dealings of the Franchisee with any supplier, nor shall the Franchisor be liable for any default or delay in the delivery of any Products whether by itself or otherwise.

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, you shall, immediately upon notice from us: (i) cease and desist offering or providing the unauthorized or unapproved food, beverage, product, novelty item, clothing, souvenir or from performing such services and (ii) pay to us, on demand, a prohibited product or service fine equal to Five Hundred Dollars ($500) per day for each day such unauthorized or unapproved food, beverage, product, novelty item, clothing, souvenir or service is offered or provided by you after written notice from us. The prohibited product or service fine shall be in addition to all other remedies available to us under this Agreement or at law.

6.7. **Pricing -** To the extent permitted by applicable law, we reserve the right to specify a retail price and/or to establish in writing minimum and/or maximum prices for the products and services that you sell from time to time. You shall sell any products and services at the specified retail price or, if applicable, in accordance with the minimum and/or maximum retail prices established by us from time to time. Where no retail price or maximum or minimum prices has been specified or established by us with respect to a particular product or service, you may sell such applicable product or service at any reasonable price you choose. You acknowledge and agree that the specified retail price and maximum and minimum prices for products and services that you and other franchisees sell may vary from region to region, and with regards to non-traditional locations (locations to which the public does not have free access such as airports, amusement parks, military bases and museums) to the extent necessary in order to reflect differences in costs and other factors applicable to such regions.

6.8. **Rebates** - The Franchisee agrees that if any volume discounts, rebates or other discounts or benefits of any kind are given directly or indirectly by any supplier to the Franchisor or other Person with respect to goods or services purchased by the Franchisee for use in operation of the Business, the Franchisor shall be entitled to retain the full amount of such volume discounts, rebates, advertising allowances or other discounts or benefits solely for its own account.

6.9. **Inventory and Storage** - The Franchisee shall maintain at the Premises a balanced inventory of all Products in sufficient quantity to satisfy its customers' needs, but in any event the inventory will at all times be equal to, or greater than, the minimum inventory level as set forth in the Manual. The Franchisee shall stock new and additional Products in such minimum quantities as the Franchisor may determine to be desirable. The Franchisee shall comply with all requirements of the Franchisor concerning the purchase, display and sale of all approved products and services.

6.10. **Working Capital** - the Franchisee shall employ sufficient working capital in the Business to properly perform its obligations under this Agreement and shall pay all creditors of the Business promptly when same shall be due.

6.11. **Use of Name** - Except for use of the Trademarks as specifically provided by this Agreement, the Franchisee shall carry on the Business under its own name and enter into all contracts (including contracts with suppliers of Products), banking arrangements, security documents or other agreements solely in the Franchisee's own name.

6.12. **Laws, Permits, Etc.** - The Franchisee shall comply at all times with all federal and state laws, regulations, by-laws, orders, rulings, ordinances and permits having application to the operation of the Business including, without limitation: (a) health and food service licensing laws; (b) health and safety regulations and laws; (c) menu labeling and nutrition disclosure laws; (d) environmental laws; (e) employment laws (including all wage and hour laws, employment laws, workers' compensation laws, discrimination laws, sexual harassment laws, disability and discrimination laws); (f) credit card and debit card laws applicable to consumers, including all financial privacy laws, (g) tax laws (including those relating to individual and corporate income taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, F.I.C.A. taxes, inventory taxes, personal property taxes, real estate taxes and federal, state and local income tax laws); (h) laws pertaining to the privacy of consumer, employee, and transactional information, and all data collection and protection laws; and (i) laws pertaining to the transmission of advertisements or solicitations by telephone, text, fax, email, or any other communication medium.

The Franchisee shall obtain and maintain in force all required licences, permits, permissions, approvals and certificates relating to the operation of the Business.

6.13. **Machines and ATM's** - The Franchisee shall not install at the Premises any bank or other vending machines without the prior written approval of the Franchisor, which approval may be unreasonably withheld, provided that the Franchisee shall, upon the request of the Franchisor, enter into such agreements as the Franchisor prescribes with any third party provider of bank or other vending machines that the Franchisor decides are mandatory for the Business.

6.14. **Credit and Debit Card Services** - The Franchisee agrees at all times to have arrangements in existence with such credit issuers or sponsors, cheque verification services, electronic funds transfer systems, credit card and debit card hardware, software, maintenance, service and support service providers as the Franchisor designates or approves in writing from time to time to enable the Franchisee (or the Franchisor or any designated service provider via any central order-taking, banking, clearing or other service facility that may be established from time to time) to accept customers' credit cards, debit cards, loyalty cards, gift cards, cheques and other accepted methods of payment for goods.

6.15. **Communications Equipment and Services** - The Franchisee agrees to obtain and maintain at its sole cost in proper working order at all times, all telephone, video, high-speed Internet, valid e-mail address, point-of-sale, card processing equipment and other telecommunications hardware, software, service, maintenance and support that may be stipulated from time to time by the Franchisor in the Manual or otherwise communicated to the Franchisee, including such products and services which are not in existence at the date of this Agreement. The Franchisee must keep such communications equipment and services on and in operation at all times and maintain a communications link with the Franchisor's centralized computer facilities at all times.

6.16. **Complaints –** You shall process and handle all consumer complaints connected with or relating to the Restaurant, and shall promptly notify us by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars ($500.00), and (iv) any other material claims against or losses suffered by you. 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.

6.17. **Visits and Evaluations** - You agree to grant us and our agents the right to enter upon the Restaurant premises during normal business hours, for the purpose of conducting inspections; 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.

SECTION 7 - MANUAL

7.1. The Franchisor shall loan a copy of the current Manual to the Franchisee. The Manual contains information relating to the operation of the Business including specifications for designated Products, methods of inventory control, bookkeeping and reporting procedures, business practices and policies, and other management and personnel policies. The Franchisee agrees to conduct the Business in accordance with the provisions of the Manual and not to deviate therefrom. The Franchisor shall be entitled to add to, change or modify the provisions of the Manual, and the Franchisee shall at all times, and at its cost, abide by the Franchisor's then current form of the Manual, as changed from time to time. In the event of any dispute concerning the contents of the Manual, the master copy maintained by the Franchisor shall prevail. The Franchisee shall at all times maintain the absolute confidentiality of the Manual. The Franchisee acknowledges he has had no part in the formulation, creation or development of the Franchisor's System nor does he have any ownership, property or other rights or claims of any kind in or to any element of the Franchisor's System, or matters dealt within the Manual. The Franchisee acknowledges that at all times the Franchisor's System is the property of the Franchisor.

7.2. **Web Based Manual** - The Franchisor reserves the right to establish a web-based Manual for the Franchisee's use. At such time, if ever, as a web-based Manual is established by the Franchisor, all provisions relating to the hard-copy form of the Manual in this Section 7 shall apply, along with all other provisions of this Agreement, with the necessary modifications. The Franchisee agrees to keep all passwords and "user ID's" strictly confidential.

SECTION 8 - TRAINING

8.1. **Initial Training:**

a. **Prior to Opening for Business** - The Franchisor shall provide initial training to the Franchisee's management personnel (up to two (2) persons) prior to the Restaurant opening for business. This training shall be at a location(s) of the Franchisor's choosing. The Franchisor's fee for the training of the two management personnel is included in the Initial Franchise Fee. If you wish to send additional employees to our initial training program, whether before the Restaurant opens or while the Restaurant is operating, you shall pay to us our then-current training fee for each additional trainee, presently in the sum of $3,500, and subject to change without notice. Any expenses incurred by the Franchisee in connection with attending this training, including travel and accommodation expenses, are solely the responsibility of the Franchisee.

b. **At the Premises** - In connection with the opening of the Restaurant, we shall provide you with opening assistance by a trained representative or representatives of us or our designee. The trainer will provide on-site pre-opening and opening training, supervision, and assistance to you for a period of ~~one~~two (~~1~~2) ~~week~~weeks around the Restaurant's opening. The Franchisor's fee for such initial training program is included in the Initial Franchise Fee paid hereunder. The cost of the expenses incurred by the representative in providing such opening assistance, including, but not limited to, travel, lodging and meals, shall be borne by the Franchisor. Where the parties agree that a second week of ~~initial~~supervision or additional training is required after opening, solely the ~~Franchisor's~~ expenses~~, but not training fee,~~ incurred by the Franchisor after the first week ~~of training~~the Restaurant is open shall be reimbursed by the Franchisee. If this Agreement is for your second (2nd) or later Restaurant, we reserve the right to not provide opening assistance or provide reduced opening assistance.

8.2. **Success of Initial Training Required** - The Franchisee must successfully complete the initial training program. If, for any reason, the Franchisee is unable to successfully complete the initial training course to the satisfaction of the Franchisor, the Franchisor shall have the option to:

a. Provide additional training pursuant to Section 8.3, below;

b. take over the management of the Business until it is determined whether or not the Franchisee can successfully complete such training; or;

c. if a and b are unsuccessful, in the sole opinion of the Franchisor, terminate this Agreement.

In the event of any termination under the provisions of this Section 8, the provisions of Section 16 shall apply.

8.3. **Initial Training of Subsequent Management Personnel** - Prior to commencing their employment with the Franchisee, unless otherwise agreed to by the Franchisor in writing, the Franchisee shall cause all persons to be employed by the Franchisee from time to time as management personnel to attend the Franchisor's training program at such location and for such period of time as may be required by the Franchisor. The Franchisor's training cost, and all expenses (including without limitation all travel, accommodation, salaries, and meal expenses) incurred by the Franchisee and any such managers of the Franchisee in attending any training course of the Franchisor shall be borne by the Franchisee. The Franchisee shall not permit any such manager to assist in the management or operation of the Business until they have successfully completed the Franchisor's training program and the Franchisee has paid the Franchisor its reasonable costs of administering such program. Where an Initial Training Program for another franchisee's management personnel is scheduled to occur, the Franchisee's management personnel in question shall have the option of attending at that Initial Training Program without cost of fee payable to the Franchisor.

8.4. **Additional Training if Required** - The Franchisee or the Franchisee's management personnel shall be required to take such further training at such location as may be required by the Franchisor from time to time during the Term. The Franchisor's training cost, and all expenses (including without limitation all travel, accommodation, salaries, and meal expenses) incurred by the Franchisee and any such managers of the Franchisee in attending any training course of the Franchisor shall be borne by the Franchisee.

8.5. **Seminars and Conferences** - The Franchisee shall attend all franchise conventions, conferences and seminars conducted by the Franchisor. All expenses (including without limitation all travel, accommodation, salaries, and meal expenses) incurred by the Franchisee in attending any seminars and conferences of the Franchisor shall be borne by the Franchisee.

SECTION 9 - ADVERTISING AND PROMOTIONS

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

9.1. **Participation in Promotions –** We may from time to time develop and create promotional programs and materials. You shall participate in all such promotional programs in accordance with the terms and conditions established by us for each program, including by displaying the required promotional materials in your Restaurant. You are required to purchase such promotional materials, including posters, window clingers, table toppers and menus (catering, in-store and take-out) from us or a designated supplier. Any expenditure on such promotional materials in excess of $2,400 per year ($200 per month calculated annually) shall be counted towards your Local Advertising spending requirement pursuant to Section 9.2, below.

9.2. **Local Advertising –** We require that you spend additional money, in an amount equal to at least one (1%) percent of Gross Revenues each year, on advertising for the Restaurant ("Local Advertising") in your local market area. You shall submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your Local Advertising expenditures, including verification copies of all advertising and any other information that we require.

The Franchisee shall submit to the Franchisor all forms of advertising and promotions intended for use by the Franchisee prior to their use, and if for any reason the Franchisor does not approve of such advertisements and/or promotions, the Franchisee shall not use the same. Where we are requested by you to prepare marketing and promotional materials specifically for your Restaurant, we charge you our graphic design fee.

All local advertising and promotions conducted by the Franchisee shall reflect favourably upon the Business and the Franchisor, not be untrue or otherwise misleading, and not be inconsistent with any advertising or promotional campaigns being conducted by the Franchisor or another franchisee of the Franchisor operating a premises using the Franchisor's System and which is located within the regional market area (as may be designated by the Franchisor) where the Premises is located. If for any reason the Franchisee conducts advertising and/or promotions which the Franchisor determines are not in keeping with the standards of the Franchisor's System, the Franchisee, upon notice from the Franchisor, shall cease all use of the same forthwith. The Franchisee also acknowledges and agrees that in calculating the amount expended by the Franchisee on local advertising and promotion, any Products which are given to customers at a reduced, discounted or at no cost shall not be counted, save and except for the input cost of Products which are provided through the Business free of charge in connection with an approved local promotion. The Franchisee hereby acknowledges that the Franchisor is the sole and exclusive owner of all copyrights in any and all advertising and promotional materials prepared by or on behalf of the Franchisor, which shall at all times remain the property of the Franchisor.

9.3. **Brand Development Fund –** We have established and administer a Brand Development Fund for the purpose of advertising the System on a regional, national or international basis (the "Fund"). You agree to contribute to the Fund an amount equal to two and one-half (2.5%) percent of Gross Revenues. You agree that the Fund shall be maintained and administered by us or our designee as follows:

a. 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 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 shall, with respect to Restaurants operated by us, contribute to the Fund generally on the same basis as you. In administering the 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 Fund for our reasonable expenses in managing the Fund.

b. You agree that the 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; social media marketing; public relations activities; employing advertising agencies to assist therein; development and maintenance of our website; 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 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 Fund and advertising programs for franchisees and the System. The Fund and its earnings shall not otherwise inure to our benefit. The Fund is operated solely as a conduit for collecting and expending the Marketing Fees as outlined above.

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

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

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

9.4. **Cooperative Funds** - We may, in our discretion, create a regional advertising cooperative in any area, or we may approve the creation of such an advertising cooperative by franchisees in the System, and establish the rules and regulations therefor. Immediately upon our request, you must become a member of the Cooperative for the area in which Restaurant is located. In no event may the Restaurant be required to be a member of more than one cooperative. The Cooperative must be governed in the manner we prescribe. The Cooperative may require each of its members to make contributions thereto, and you shall contribute such amounts at the times and in the manner as determined by the Cooperative members, provided that, unless the Cooperative decides otherwise, such contributions shall in no event exceed the Local Advertising monetary contribution requirements. All amounts so contributed to a Cooperative shall count towards the Local Advertising requirement in Section 9.1, herein-above. The following provisions apply to each cooperative:

a. the Cooperative must be organized and governed in a form and manner, and commence operation on a date, that we approve in advance in writing;

b. the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in Local Advertising within the Cooperative's area;

c. the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by us and must not restrict or expand your rights or obligations under this Agreement;

d. except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for Local Advertising) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon you if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each Restaurant having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of Businesses owned;

e. without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials; all such plans and materials must be submitted to us in accordance with the procedure set forth in Section 9.5;

f. the Cooperative may require its members to periodically contribute to it in such amounts as it determines;

g. no later than the fifteenth (15^{th}) day of each month, each member/franchisee must submit its contribution under Section 9.4(f) for the preceding calendar month to the Cooperative, together with such other statements or reports as we or the Cooperative may require, with our prior written approval; and

h. if an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to us for consideration, and our resolution of such issue is final and binding on all Cooperative members.

9.5. **Conduct of Advertising; Our Approval** - All advertising 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. You shall obtain our approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall submit such unapproved plans and materials to us, and we shall have fifteen (15) days to notify you of our approval or disapproval of such materials. If we do not provide our specific approval of the proposed materials within this fifteen (15) days period, the proposed materials are deemed to be 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. You shall not advertise or use the Marks in any fashion on the Internet, World Wide Web or via other means of advertising through telecommunication without our express written consent.

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

9.6. **~~Grand Opening Advertising~~Marketing Launch Campaign** - In addition to the ongoing advertising contributions set forth herein, you shall be required to spend between $~~2,000 and $4,000 on a grand opening advertising campaign~~4,000 and $8,000 on a Marketing Launch Campaign to advertise the opening of the Restaurant. The ~~grand opening advertising campaign shall be conducted in the ninety (90) day period comprising thirty (30) days prior to and sixty (60) days following the Restaurant's opening~~Marketing Launch Campaign start and end dates will be determined specifically for your Restaurant. All advertisements proposed to be used in the ~~grand opening advertising campaign~~Marketing Launch Campaign are subject to our review and approval in the manner set forth in this Section 9.

In addition to ~~grand opening advertising~~Marketing Launch Campaign, you shall install "Opening Soon" signage prepared in the form of a window cling(s) and or poster(s) placement on store window and or construction hoarding.

9.7. **Advisory Council** - We may, in our discretion, form an advisory council to work with us to improve the System, the products offered by Copper Branch Restaurants, advertising conducted by the Fund, and any other matters that we deem appropriate. Advisory council members will include franchisee representatives and our representatives. The franchisee representatives may be chosen by us or may be elected by other franchisees in the System. 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.

9.8. **Media Appearances** - The Franchisee shall not make any television or radio appearance, or make any statement to any public media in connection with the Business unless the Franchisee obtains the prior written approval of the Franchisor.

9.9. **Internet Website and Electronic Commerce** - The Franchisee acknowledges and agrees that any internet websites, email addresses, or other means of electronic advertising or commerce created and/or operated by or on behalf of the Franchisor shall be deemed "advertising" under this Agreement and may be paid for by the Fund. The Franchisee may not register, create and/or operate any internet website or internet domain name or other address which contains any reference to the Franchisor's System, the Trademarks or the Business. The Franchisee shall comply with the Franchisor's standards and specifications for electronic advertising and commerce, including without limitation, those in relation to use and display of Trademarks and copyrighted materials, as prescribed by the Franchisor from time to time. Any such advertising must be submitted by the Franchisee to the Franchisor for approval prior to use or display. If ever permitted, the Franchisee shall upon request of the Franchisor, cease operating its own website, and/or shall establish such website as part of any other website which the Franchisor may prescribe, and/or shall establish electronic links to such websites as the Franchisor may prescribe.

SECTION 10 – SITE SELECTION, PLANS AND CONSTRUCTION

10.1. **Your Responsibility to Locate a Site** – You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Restaurant, 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 approval 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.

10.2. **Site Selection:**

a. Prior to acquiring by lease or purchase a site for the Restaurant, but within one (1) year of the date this Agreement is executed, you shall locate a potential site for the Restaurant that satisfies the site selection guidelines provided to you by us and shall submit to us in the form which may be specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site meets our site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a professional site study and analysis performed by ~~a~~Altus Group or another provider we have approved, and a letter of intent or other evidence satisfactory to us which confirms your favourable 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 a prospective location for the Restaurant. No site may be used for the location of the Restaurant unless it is first accepted in writing by us. You acknowledge and agree that our approval of a location for the Restaurant is not a warranty or guarantee, express or implied, that you will achieve any particular level of success at the location or that your Restaurant will be profitable. Our approval of a location for the Restaurant only signifies that the location meets our then-current minimum criteria for a Copper Branch Restaurant. If you are unable to find a suitable location for your Restaurant within one (1) year after you sign this Agreement, we have the right to terminate this Agreement.

b. Upon receipt of all site selection information we require, we may, but are not required to, have one of our representatives visit the proposed site to determine if it is suitable for a Copper Branch Restaurant. Our representative will not review the site in person until we have all site selection information we require. If we choose to conduct these on-site evaluations, such evaluations will be at our expense.

c. If you elect to purchase the premises for the Restaurant, you shall submit a copy of the proposed contract of sale to us for our written approval 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 submit a copy of the lease or sublease to us for written approval 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 Schedule B, is attached to the lease and incorporated therein. We shall have ten (10) days after receipt of the proposed lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution. We may elect to sublease the premises to you pursuant to a sublease agreement substantially in the form attached as Schedule B-1.

d. After a location for the Restaurant is accepted by us and acquired by you pursuant to this Agreement the location shall be described in Schedule A.

10.3. **Zoning Clearances, Permits and Licences** - You shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, by-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, licences 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 Section 13 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.

10.4. **Design of Restaurant** - You must use our approved designers. You must then attain any architectural, engineering, and contractor services you deem necessary for the construction of the Restaurant at your own expense, which approval shall not be unreasonably withheld. You shall adapt our prototypical architectural and design plans and specifications for the construction of the Restaurant as necessary and shall submit all 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 ten (10) 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 ten (10) 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.

10.5. **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. Where we require, you shall use only such contracts and trades people as approved by us.

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.

You shall pay ~~to us a construction supervision fee in the sum of five (5%) percent of the overall construction cost which includes all fees related to the plans, as well as all small wares, supplied equipment, materials and trades, plus applicable taxes,~~us a design and coordination fee in the $18,000, as compensation for our time and expenses incurred in connection with our ~~supervision of your~~preparation of working and preliminary plans, as well as weekly coordination calls with engineers, architects, and the general contractor when necessary, and communication as necessary with suppliers and trades involved in the construction of your Restaurant. The design and coordination fee also includes, if necessary, a preliminary site visit and a deficiency inspection at the completion of the construction of the Restaurant~~–~~.

10.6. **Opening Date; Time is of the Essence –** You must open the Restaurant to the public in compliance with this Agreement on or before the date which is six (6) months after the Lease Acceptance Date unless the Franchisor agrees to a longer period acting reasonably (the "Opening Deadline").

10.7. **Use of Premises** - The right and licence granted to the Franchisee pursuant to Section 2.1 hereof, has been granted to the Franchisee solely for use by it at the Premises. The Franchisee shall use the Premises only for the operation of the Business and for no other purpose.

SECTION 11 - ENGAGEMENT IN SIMILAR BUSINESS

11.1. The Franchisee agrees as follows:

a. during the Term and any renewal thereof, the Franchisee and Guarantors and/or its shareholders and/or partners shall not, either directly or indirectly, individually or as a director, officer, employee, shareholder or member of any corporation or other entity, or in any other capacity whatsoever, engage in, be concerned with or interested in, advise, lend money to, guarantee the obligations of, or permit its name to be used in, any quick-service restaurant offering ~~vegan~~plant based and/or organic foods as primary menu items other than "Copper Branch" restaurants (a "**Competing Business**");

b. upon the termination of this Agreement for any reason whatsoever, or if the Franchisee effects a Transfer, then for a period of two (2) years following such termination or Transfer, the Franchisee and Guarantors shall not, either directly or indirectly, individually or as a director, officer, employee, shareholder or member of any corporation or other entity, or in any other capacity whatsoever, engage in, be concerned with or interested in, advise, lend money to, guarantee the obligations of, or permit its name to be used in, any Competing Business and which is located at the Premises or anywhere within a radius of five (5) miles of the Premises or the premises of any other Franchisor owned or franchised "Copper Branch" location;

c. that all information (whether oral or written) disclosed to the Franchisee by or on behalf of the Franchisor pursuant to this Agreement including all information contained in the Manual, is disclosed to the Franchisee in the strictest of confidence and/or as trade secrets and accordingly, the Franchisee shall not, either during the Term, or at any time during any renewal or thereafter, disclose any information with respect to the Business or the Franchisor's System or the Manual, other than to its employees as incidental to their training;

d. the Franchisee, its shareholders, partners and/or Guarantors shall not directly or indirectly appropriate, use or duplicate the Franchisor's System or any portion thereof; and

11.2. Without limiting any other provisions of this Agreement, if any provision of Section 11.1 is deemed to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other provision of Section 11.1.

11.3. The Franchisee, its shareholders, partners and/or Guarantors acknowledge and agree that the restrictions set forth in Section 11.1(b) are reasonable and valid and all defences to the strict enforcement thereof are hereby waived by the Franchisee. To the extent that Section 11.1(b) is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any and/or all thereof, the Franchisee, its shareholders, partners and/or Guarantors and the Franchisor agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

SECTION 12 - TRADEMARKS

12.1. The Franchisee expressly understands and acknowledges that the Copper Branch Corp. is the owner of all right, title and interest in and to the Trademarks, that the Franchisor has a licence to use, and licence others to use the Trademarks, and that the Trademarks are valid and serve to identify the Franchisor's System and those who are franchised under the Franchisor's System. The Franchisee agrees that the right granted to it to use the Trademarks is granted for use solely in connection with the Business and the Franchisee agrees to use the Trademarks only as authorized by the Franchisor from time to time. Any unauthorized use of the Trademarks shall constitute an infringement of the rights of the Franchisor. The Franchisee agrees that it has no right, title or interest whatsoever in the Trademarks or the Franchisor's System and any and all goodwill associated with the Trademarks and the Franchisor's System shall enure exclusively to the benefit of the Franchisor.

12.2. Without in any way restricting or limiting any of the matters dealt with in Section 12.1 hereof, the Franchisee agrees as follows:

a. to comply with Franchisor's instructions in filing and maintaining the requisite trade name, and to execute any documents deemed necessary by the Franchisor or its counsel to obtain protection for the Trademarks or to maintain its continued validity and enforceability;

b. not to register or attempt to register the Trademarks in its name, dispute or contest the validity, ownership or enforceability of the Trademarks, or use any of the Trademarks as part of its corporate or legal name;

c. to notify the Franchisor promptly of any attempt by any Person, to use the Trademarks, and of any action involving the Trademarks that is threatened or instituted by any Person against the Franchisee and to cooperate fully in defending or settling such litigation,

d. subject to Section 12.3, to operate and advertise the Business only under the Trademarks and to use the Trademarks without any accompanying words or symbols and in accordance with the standards attendant to the Franchisor's System; and

e. to affix in a conspicuous place in the Premises, a notice stating that the Franchisor owns the Trademarks and the Franchisee is an independent franchised operator of the Business authorized to use such Trademarks.

12.3. The Franchisor hereby reserves the right to change the name of the Trademarks and the Franchisor's System from time to time as it deems necessary and the Franchisee will carry out all instructions and make all necessary changes in order to comply with such changes.

12.4. **Internet and Social Media Prohibition** - the Franchisee may not use the Trademarks to secure any domain name without the Franchisor's written consent. Additionally, the Franchisee agrees that it may not use nor post any of the Trademarks, nor any derivatives thereof on any webpage, social networking site, blog or other publication without the prior written approval of the Franchisor.

SECTION 13 - INSURANCE

13.1. **Policies to be Obtained** - The Franchisee will participate in the Franchisor's group insurance program for franchisees (if available) prior to providing the services licenced under this Agreement, and will maintain same during the term of this Agreement and any renewals thereof. The cost of participating in such insurance program will be borne solely by the Franchisee. The insurance policy or policies obtained under such insurance program will protect the Franchisee and the Franchisor, its officers, directors, partners, employees and independent contractors against certain losses, liabilities and expenses arising or occurring in connection with the Business, however will not cover alleged or actual financial injury in terms of indemnification of such directors or officers. The Franchisee will provide the Franchisor with proof of coverage upon request from time to time. If the Franchisor does not offer a group insurance program, then the Franchisee will independently obtain and maintain all insurance required pursuant to this Agreement.

13.2. Insurance policies will be written by an insurance company satisfactory to the Franchisor in accordance with the standards and specifications set out in the Manual or otherwise in writing, and will include, at a minimum:

a. comprehensive general liability insurance covering the operation of the Business in an amount not less than five million ($5,000,000) dollars with personal injury inclusion. The Franchisee's general liability insurance will name the Franchisor as a loss payee and additional insured, and will provide for notice to the Franchisor of any default under the policy, and thirty (30) days prior written notice to the Franchisor of the insurer's intention to revoke or cancel coverage;

b. property coverage to the amount of the full replacement value of all of the Franchisee's property of every kind on an "all risks" basis, including coverage for conventional loss due to an insured peril and including replacement cost coverages where applicable;

c. business interruption (gross profits form) insurance, including royalty and other payments due to the Franchisor under the terms of this Agreement, any lease or sub-lease, and any other agreement affecting the Business or the Location;

d. advertiser's liability; and

e. computer systems and machinery breakdown.

The Franchisee agrees that the coverages set forth above are appropriate and sufficient.

The Franchisee will also, at its sole cost and expense, procure and maintain all insurance required by state or federal law, including workers' compensation insurance for its employees.

13.3. **Franchisee to Report Claims** - The Franchisee will promptly report all claims or potential claims against the Franchisee, the Franchisor or the Business to its insurer and the Franchisor.

13.4. **Franchisor's Option to Alter Insurance Protection** - The Franchisor may from time to time reasonably determine and increase the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant considerations.

13.5. **Franchisee's Obligation to Inform Franchisor of Material Change in Operation** - The Franchisee will as soon as practicable provide notice to the Franchisor and the Franchisor's insurance broker of any change in operations, whether related to occupancy or operation of the Business, which may prejudice the rights of the insurer and preclude the Franchisee or Franchisor from being able to make an otherwise valid claim under the terms of the insurance policy or policies obtained pursuant to this Section.

13.6. **Franchisee to Obtain Insurance** - Despite Section 13.1, if the Franchisor elects to not provide a group insurance program, the Franchisee shall obtain insurance coverage in accordance with Section 13.2.

All insurance policies of the Franchisee shall name the Franchisor, such other persons as the Franchisor may designate and such other persons as the Landlord may require pursuant to the provisions of the Lease, as co-insured and shall provide for the release of all rights of subrogation against the Franchisor and those for whom the Franchisor is in law responsible as well as all of the other above-named Persons. The policies shall also contain a clause that the insurer will not cancel, change or refuse to renew the insurance without giving the Franchisor thirty (30) days prior written notice. Comprehensive general liability insurance shall contain a cross liability and severability of interests clause as between the Franchisor and those for whom it is in law responsible, any Persons as may be required by the Landlord pursuant to the provisions of the Lease, and the Franchisee.

Immediately following request, the Franchisee shall deliver to the Franchisor duplicate copies or certified copies of any insurance taken out hereunder, and where required, evidence of payment of premiums. If the Franchisee fails to insure or file satisfactory proof of insurance promptly as required, the Franchisor may without notice effect such insurance and recover any premium paid by it together with a handling fee on demand.

13.7. Notwithstanding anything contained in this Section 13, the Franchisor assumes no obligation for any premium or other insurance expenses nor guarantees any losses sustained; it is the sole responsibility of the Franchisee to determine what insurance coverage it requires for its own purposes in respect of the Business, the Premises or otherwise.

SECTION 14 - INDEMNIFICATION

14.1. The Franchisee agrees that if the Franchisor or any of its officers, directors, shareholders, employees or agents shall incur any costs or expenses, become a party to any claim, demand or penalty, or become a party to any suit or other judicial or administrative proceeding by reason of any act or omission of the Franchisee or those for whom it is responsible in law, or by reason of any act occurring on the Premises or any sale of Products, or in the negotiation of, or by reason of any violation of this Agreement, any agreements entered into pursuant to this Agreement or of the Lease or the Sublease, or by reason of any act or omission arising out of or in respect of the Business, the Franchisee shall indemnify and hold the Franchisor and its officers, directors, shareholders, agents and employees harmless against all liabilities, losses, suits, claims, judgments, costs and expenses (including legal fees, court costs and other expenses of litigation or judicial or administrative proceedings) to which the Franchisor and its officers, directors, shareholders, agents and employees shall or may become liable for or suffer, including without limitation, all costs whatsoever (including legal fees) incurred by the Franchisor in enforcing its rights and remedies under this Agreement.

SECTION 15 - EVENTS OF DEFAULT

15.1. The parties agree that the happening of any of the following events constitutes a breach of this Agreement and violates the essence of the Franchisee's obligations. Accordingly, without prejudice to any other rights or remedies at law or in equity, the Franchisor, at its option, may upon written notice terminate this Agreement at any time upon the happening 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 Section 10;

c. if you fail to open the Restaurant for business within the period specified in Section 10.6 hereof;

d. if default shall be made in the due and punctual payment of any amount payable to the Franchisor, or a Franchisor's associate, under any agreement entered into between the parties hereto in connection with this franchise transaction, including but not limited to this Franchise Agreement, an Asset Purchase Agreement and financing/purchase money agreements, or to any other creditor of the Franchisee (including the Franchisee's suppliers) when and as the same shall become due and payable, whether such debt is owing to the Franchisor or to any other creditor of the Franchisee, and such default continues for a period of seven (7) days after written notice thereof has been given by the Franchisor to the Franchisee;

e. if the Franchisee fails to observe or perform any other term or condition of this Agreement to be observed and performed by the Franchisee or any of the rules, bulletins, directives, or other notices set forth in the Manual, and such failure to observe or perform the same continues for a period of ten (10) days after written notice thereof has been given by the Franchisor to the Franchisee;

f. if the Franchisee abandons the Business, or fails to continuously and actively operate the Business;

g. if a threat or danger to public health or safety results from the construction, maintenance or operation of the Restaurant, or if you fail to maintain your Restaurant according to our standards and/or applicable law and do not correct such failure within forty-eight (48) hours after notice from us;

h. if the Franchisee or its principal(s) is convicted of a criminal offence or engages in any other conduct which in the Franchisor's reasonable opinion substantially impairs the goodwill associated with the Trademarks, the Business or the reputation of the Franchisor;

i. if the Lease terminates or expires;

j. if the Franchisee is determined to be insolvent within the meaning of applicable state or federal law, any involuntary petition for bankruptcy is filed against the Franchisee, or the Franchisee files for bankruptcy or is adjudicated a bankrupt under applicable state or federal law, or if a receiver or other Person with like powers shall be appointed (whether temporary or permanent) to take charge of all or substantially all of the Franchisee's assets, or if the Franchisee shall make a general assignment for the benefit of creditors, or if Franchisee commences any proceedings to wind-up, liquidate or dissolve the Business;

k. if any judgement or judgements in excess of five thousand ($5,000) dollars or any federal, state or local tax lien against the Franchisee remains unsatisfied or unbonded of record in excess of twenty-one (21) days, or if the Franchisee shall commit or suffer any default under any security instrument;

l. if the right of possession of the Franchisee to the Premises as tenant or subtenant is terminated prematurely (whether voluntarily or involuntarily) at any time, or if the Premises are used by any party other than such party entitled to use the same;

m. if the Franchisee falsifies any statement or report furnished to the Franchisor or otherwise deliberately provides false information to the Franchisor; or

n. if the Franchisee commits defaults for which notices of default have been served more than two (2) times in any consecutive twelve (12) month period during the Term, notwithstanding that such defaults may have been cured.

SECTION 16 - EFFECT OF TERMINATION OR EXPIRATION

16.1. **Post-Termination Obligations** - Forthwith upon the termination or expiration of this Agreement for any reason whatsoever, the following provisions shall apply:

a. all rights of the Franchisee under this Agreement including its right to use the Franchisor's System and the Trademarks shall cease forthwith and the Franchisee shall cease conducting the Business and using any advertising and promotional material in respect thereof;

b. the Franchisee shall deliver the Manual and all other material containing information respecting the Franchisor's System to Franchisor;

c. the Franchisee shall cease use of all telephone numbers and listing services connected with the Business and transfer same to the Franchisor upon the Franchisor's request;

d. without limiting any other rights or remedies of the Franchisor, the Franchisee shall pay all amounts owing by it to the Franchisor up to the date of termination or expiration;

e. the Franchisor shall have the immediate right, but not the obligation, to enter upon and take possession of the Premises, and without charge therefore, to use the Improvements, the Products and other assets of the Business to maintain the continued operation of the Business and/or to provide for orderly change of management, and to otherwise protect the Franchisor's interests, and such right shall include without limitation, the right to sell the Products and carry on business from the Premises in the ordinary course. In connection with the foregoing, the Franchisee shall cooperate fully, and execute such documents as are required by the Franchisor;

f. the Franchisee shall not without the Franchisor's prior written consent, remove any Improvements from the Premises either prior to or for a period of sixty (60) days after termination or expiration. The Franchisor shall have the option for a period of sixty (60) days following such termination or expiration, to purchase, all or any portion of the Improvements to which the Franchisee has an interest for a sum equal to their fair market value as determined by an independent appraiser or valuator selected by the Franchisor, and/or all or any portion of the Products for a sum equal to their cost to the Franchisee. In no event shall the Franchisor be required to pay for goodwill or any other intangible assets or any leasehold interest of the Franchisee in the Lease or Sublease, and the Franchisee shall not have any right to claim any interest in those Improvements which are not movable and are otherwise of a permanent nature or against which the Landlord may have a claim under the Lease (whether such Improvements are movable or immovable). If the Franchisor exercises the said option, the Franchisee will deliver against payment therefore, the assets with good and marketable title free and clear of all liens, encumbrances, claims or demands and evidenced by a bill of sale with the usual covenants as to title. Any sale shall be completed pursuant to applicable bulk sales legislation, and nothing contained herein requiring compliance with such legislation, shall prejudice the provisions hereof with respect to possession and ownership as between the Franchisor and the Franchisee. Notwithstanding the foregoing, the Franchisor shall be able to deduct from any purchase price payable by it, any amounts owing to it by the Franchisee as of the date the purchase is completed and any purchase pursuant hereto shall be completed on or before the date twenty-one (21) days following the date the Franchisor exercises its option; and

g. the Franchisee shall, at the Franchisor's election, vacate the Premises. In the event that the Franchisee is permitted to retain possession of the Premises, the Franchisee shall promptly and, at its expense, make such modifications to the interior and/or exterior of the Premises as the Franchisor shall require (which may include, without limitation, the removal of some or all of the Improvements), to remove identification as a Restaurant and/or connection to the Trademarks and the Franchisor's System.

16.2. **Survival of Covenants** - Notwithstanding the termination or other expiration of this Agreement for any reason whatsoever, or any Transfer, all covenants and agreements to be performed and/or observed by the Franchisee under this Agreement and/or any other agreements entered into pursuant hereto, shall survive any said termination or expiration of this Agreement or any Transfer.

16.3. **Liquidated Damages** - If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees you paid or owed (per month) to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower.

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 owners 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.

SECTION 17 - ASSIGNMENT BY FRANCHISEE

17.1. **No Transfer without Consent**

Except as specifically provided by Section 17.5, the Franchisee shall not directly or indirectly cause a Transfer to any Person (referred to specifically in this Section 17, as the "Recipient") without the prior written consent of the Franchisor, which consent, subject to compliance with Section 17.4, will not be unreasonably withheld. No Transfer shall occur or shall consent be deemed to be given by reason of the failure by the Franchisor to give notice to the Franchisee within any time period specified in this Section 17.

17.2. **Death or Disability**

a. Upon the death or permanent disability of the Franchisee or of the principal operating officer where the Franchisee is a corporation, the interest of the Franchisee in this Agreement may be assigned to a Recipient who is the Franchisee's spouse, heir or nearest relative by blood or marriage or the spouse, heir or nearest relative by blood or marriage of the principal operating officer where the Franchisee is a corporation subject to the following conditions:

   i. in the sole opinion of the Franchisor the Recipient(s) must be capable of operating the Business;

   ii. all Recipients must execute and deliver an agreement agreeing to assume full and unconditional liability for and perform all provisions of this Agreement as if they were the original Franchisee;

   iii. all or such Recipients as designated by the Franchisor must complete the initial training course required of new franchisees; and

   iv. the Franchisee or his/her estate shall continue to remain personally liable for the Franchisee's obligations contained in this Agreement for such time as the Franchisor may determine.

b. Until the Franchisor determines the capability of the Recipients as provided by subsection (a) (i) above and the other conditions of subsection (a) are complied with, the Franchisor shall have the right (but not the obligation) to operate and/or manage the Business for the account of the Franchisee or his estate in accordance with the provisions of this Agreement. If the Franchisor operates and/or manages the Business, the Franchisor shall account for the income and disbursement of all monies received by it in connection with the Business less a reasonable management and/or operating fee.

c. If within the twelve (12) month period following the date of death or permanent disability of the Franchisee, the conditions of subsection (a) above have not been complied with, or the Business has not been sold to a Person acceptable to the Franchisor in accordance with the terms of this Agreement, the Franchisor shall have the option, such option to be exercised within ninety (90) days of the end of the aforesaid twelve (12) month period, within which to purchase the Business at fair market value as determined by an independent appraiser or valuator selected by the Franchisor; if the Franchisor does not exercise its option, the heirs, beneficiaries or personal representatives of the Franchisee shall have the right to continue to operate the Business subject to the provisions of this Agreement.

d. The Franchisor shall have the right to arrange such insurance on the life of the Franchisee as it shall determine to effect any purchase of the Business as provided herein, if such is the case, and all premiums or other amounts required to maintain such insurance in good standing shall be payable by the Franchisor.

e. For the purpose of this Section 17.2, the Franchisee shall be deemed to have a "permanent disability" if his usual, active participation in the Business is for any reason curtailed for a continuous period of five (5) months and in calculating such period, unless the Franchisee has returned to his usual, active participation in the Business for thirty (30) consecutive working days, then the said five (5) month period shall be deemed to have continued without interruption.

17.3. **Transfer to Franchisee Owned Corporation** - The Franchisor agrees to consent to an assignment of this Agreement by the Franchisee to a corporation whose shares are wholly owned and controlled by the Franchisee provided the Franchisee gives prior written notice of his intention to make any such assignment to the Franchisor and provided the Franchisee and/or the corporation comply with all requirements which may be imposed by the Franchisor with respect to such assignment. The Franchisee's corporation shall not include all or any part of the Trademarks in its name. Upon any such assignment, the corporation shall contemporaneously with the giving of consent by the Franchisor, agree in writing with the Franchisor, in the form prescribed by the Franchisor, to perform and be bound by all of the provisions of this Agreement. The Franchisee shall continue to remain personally liable for all obligations and agreements contained in this Agreement, and shall execute a guarantee of the corporation's obligations. No additional assignment of shares shall be made without complying with the provisions of Section 17.4 hereof. Further, in the event of any assignment hereunder, the Franchisee shall make available to the Franchisor all corporate books forthwith upon request.

17.4. **Conditions of Consent**

a. If the Franchisee desires to effect a Transfer, he shall submit an application in writing to the Franchisor including therewith, a copy of the bona fide offer relating to the proposed Transfer, information relating to the net worth, financial responsibility, credit rating, character and business background and experience of the proposed Recipient, and such other information as the Franchisor may require.

b. Upon receipt of the Franchisee's application, before determining if it will or will not grant its consent, the Franchisor shall have fourteen (14) days from receipt of the application within which to exercise a first option to purchase the Business upon the same terms as set out in the offer relating to the proposed Transfer, except the Franchisor shall be entitled to deduct from any purchase price an amount equal to the amount referred to in Section 17.4(c)(vii) hereof and the amount of any sales or other commissions which would have been payable had the Franchisee completed the Transfer with the Recipient. If the Franchisor does not notify the Franchisee of its exercise of such option within the said fourteen (14) day period, the option shall be deemed not to be exercised.

c. If the Franchisor does not exercise its option to purchase, the Franchisor shall then determine whether or not it will consent to the Transfer requested by the Franchisee. If the Franchisor is to consider consenting to the Transfer, such consent shall only be given if all conditions and procedures imposed by the Franchisor in the Manual or otherwise are complied with in full. Without limiting any other conditions which the Franchisor may impose as a requirement for giving any approval for any Transfer (other than for financing purposes in accordance with Section 17.5), the Franchisee must comply with the following conditions all of which conditions shall be deemed and are hereby acknowledged by the Franchisee to be reasonable:

   i. prior to the completion of the Transfer, the Recipient shall, as and when requested, personally meet one or more times with the Franchisor at the Franchisor's principal business office and be accepted by the Franchisor as being a Person compatible with the Franchisor and its staff and able to work within the Franchisor's System;

   ii. the Recipient must at the Recipient's expense, take such training in the operations of the Franchisor's System as may be required by the Franchisor at such Restaurant as it may so designate. Prior to commencing such training, all conditions on completing the Transfer imposed by the Recipient shall have been waived, and subject to disclosure law compliance, the Recipient must execute such form of agreements and documents as may be required by the Franchisor;

   iii. the Recipient must not have any interest of any kind in a business similar to or in competition with any business of the Franchisor;

   iv. the Recipient shall have entered into a written assignment, in a form prescribed by the Franchisor or, at the option of the Franchisor, shall have executed a new Franchise Agreement in the form then being used by the Franchisor, which may contain terms that are substantially different than those that are provided in this Agreement, and shall have executed such other documents and agreements as are then customarily used by the Franchisor in the granting of franchises, provided that the term of such agreement including any renewal period shall not exceed the Term and any renewals of this Agreement;

   v. the Transfer shall comply with all conditions of the Lease, including if required, obtaining the approval of the Landlord and the cost of determining any such approval shall be paid by the Franchisee and/or the Recipient;

   vi. in the event the Franchisor consents to the Transfer and the Transfer is completed, the Franchisee shall pay to the Franchisor a transfer fee in the amount of $10,000 plus taxes.

   vii. the Franchisee shall pay all of the Franchisor's legal fees and other costs and expenses incurred by the Franchisor incident to the request for and completion of the Transfer including without limitation the Franchisor's then current additional training fee. The Franchisee or the Recipient must agree to pay any financial obligations owing under the Lease or Sublease by the Franchisee prior to completion of the Transfer. In the event that a Transfer is not approved or completed, the Franchisee is nonetheless obligated to pay the Franchisor's costs incurred in connection with the Transfer application.

viii. the Franchisee shall have discharged all of its obligations to the Franchisor, the Landlord, trade creditors, government authorities or any other Persons with respect to the Business, and accordingly, the Franchisee shall deposit with the Franchisor as security to meet any outstanding obligations, the amount of twenty thousand ($20,000) dollars for a period of sixty (60) days following closing;

ix. the Franchisee shall deliver a general release in such form as is required by the Franchisor, releasing the Franchisor and others designated by it from any claims arising out of the Business and this Agreement;

x. the Recipient shall provide such personal guarantees or other assurances as the Franchisor may require, guaranteeing the obligations of the Recipient;

xi. any Transfer must be of all and not a portion of the Business;

xii. prior or subsequent to completion of the Transfer, the Purchaser and/or the Franchisee shall carry out such renovations to the Premises and the Improvements as the Franchisor may require, said renovations and Improvements likely involving a significant capital expenditure;

xiii. prior to completion of the Transfer, the Franchisee shall cancel all registrations evidencing that the Franchisee carried on the Business as a franchisee of the Franchisor;

xiv. the proposed date of completion of the Transfer must be approved of by the Franchisor;

xv. the Recipient providing, to the satisfaction of the Franchisor, evidence of the Recipient's satisfactory financial capabilities and financing, together with a business plan indicating that the Recipient possesses the required level of business experience and acumen necessary in the operation of the Business; and

xvi. the purchase price to be paid to the Franchisee by the Recipient, or if applicable, the proposed encumbrance and debt associated therewith is reasonable in the circumstances having regard to the debt and interest charges being acquired or already in existence.

d. The Franchisee and the Franchisee's agent(s), in seeking an assignee for the Franchise, are not permitted to publicly use the Trademarks except with the prior written authorization of the Franchisor. Without limiting the application of this subsection, the

Franchisee is not permitted to display the Franchisor's trade-name and logo on the Multiple Listing Service.

17.5. **Indebtedness and Security to a Third Party**

a. Except as hereinafter provided, the Franchisee shall not incur any indebtedness nor grant a security interest without the prior written consent of the Franchisor, which consent may be arbitrarily or unreasonably withheld, as the Franchisee agrees that its sole business activity is to be ownership and operation of the Restaurant, and that any other active or passive business interests, or indebtedness, are inconsistent with this sole business activity. Notwithstanding the foregoing, the Franchisee shall be entitled to incur indebtedness and grant a security interest without the Franchisor's consent, if:

i. the only purpose of the indebtedness and the giving of the security interest is to obtain financing for the Business;

ii. the giving of the security interest shall be subject to prior compliance with all provisions respecting the giving of security of the assets of the Business as set out in the Lease provided that in no event shall the Franchisee effect any security interest of the Franchisee's interest in the Lease or the Sublease;

iii. the security interest shall not include any rights whatsoever respecting the Trademarks or the use thereof; and

iv. the Franchisee gives ten (10) days prior written notice to the Franchisor that the Franchisee intends to incur such indebtedness and give a security interest and if requested by the Franchisor, the Franchisee shall deliver copies of all documentation to be executed by the Franchisee within three (3) days of such request. In no event shall the Franchisee use the assets of the Business or the Franchisee's interest in this Agreement in any manner to secure borrowings for a purpose other than financing and operating the Business.

17.6. **Security to the Franchisor** - To secure payment and performance of any and all obligations from time to time owing by the Franchisee to the Franchisor, including payment of any amount owing by the Franchisee to the Franchisor in respect of royalties, and goods from time to time purchased by the Franchisee, the Franchisee covenants and agrees to provide from time to time, on request by the Franchisor, a security interest or interests by a security agreement, substantially in the form attached hereto as Schedule "C", in such of the inventory, equipment, Improvements and other assets of the Business and in such amount or amounts and upon such terms as the Franchisor, in its absolute discretion, determines advisable. Failure to provide such security within ten (10) days following the receipt by the Franchisee of a written request therefore, specifying the nature and extent of the security required, shall be deemed to be a material default under this Agreement.

17.7. **Transfer by Franchisor** - The Franchisor will have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any Person or legal entity without the consent or prior approval of the Franchisee. The Franchisor will provide the Franchisee with written notice after the Assignment has been completed. The Franchisee agrees to execute any forms that the Franchisor may request to complete any such assignment by the Franchisor.

SECTION 18 - GENERAL PROVISIONS

18.1. **Independent Contractors** - The parties hereto agree that each is an independent contractor and not the agent or other representative of any other party hereto, and that no party has authority to enter into any contract, assume any obligations or give any warranties or representations on behalf of any other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint ventures, fiduciaries, or any other similar relationship between the parties.

18.2. **Franchisee's Independent Investigation** - The Franchisee expressly acknowledges that he/she is entering into this Agreement after having made an independent investigation of the Franchisor's operations and the Business and is not relying upon any representation as to the profits and/or sales volumes that the Franchisee might be expected to realize, nor upon any other statement, promise or representation whatsoever which is not contained in this Agreement. The Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by a lawyer or professional advisor of his, her or its own choosing.

18.3. **Joint and Several** - If any of the parties hereto are comprised of more than one Person, the obligations of each Person under this Agreement shall be joint and several.

18.4. **Personal Guarantees** – All persons who directly or indirectly own a 10% or greater interest in the franchisee will at all times be individually bound by this Agreement as reflected by the guarantee signed and attached as Schedule "D". If no person owns at least a 10% interest in the franchisee, then a personal guarantee must be provided by the individuals of our choosing.

18.5. **Invalidity** - If for any reason any provision of this Agreement shall be declared invalid or unenforceable, all other provisions hereof shall not be affected thereby and each provision of this Agreement shall be separately valid and enforceable, provided if any material provision of this Agreement shall be declared invalid or unenforceable, the Franchisor reserves the right to terminate this Agreement.

18.6. **Notice** - Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be delivered by electronic mail, personally or mailed by certified or registered mail, postage prepaid, to the said parties as follows:

a. to the Franchisor at:

Copper Branch Franchising, LLC
1405 Transcanada Highway, Suite 410
Dorval, Quebec H9P 2V9
Attention: Chief Executive Officer

With a copy to:

9317-0546 Quebec Inc.
1405 Transcanada Highway, Suite 410
Dorval, Quebec H9P 2V9
Attention: President

With a copy to:

John W. Fitzgerald
Gray Plant Mooty Mooty & Bennett P.A.
80 South Eighth Street, 500 IDS Center
Minneapolis, MN 55402
john.fitzgerald@gpmlaw.com

~~Jordan Druxerman~~
~~Garfinkle Biderman LLP~~
~~1 Adelaide Street East, Suite 801~~
~~Toronto, Ontario~~
~~Canada M5C 2V9~~
~~jdruxerman@garfinkle.com~~

b. to the Franchisee at:

the Restaurant

any notice or other communication, if mailed, shall be deemed to have been given on the second business day (except Saturdays and Sundays) following mailing, or, if delivered personally, or by electronic mail, shall be deemed to have been given on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery. If there is more than one Franchisee, any notice or other communication may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. Notwithstanding the foregoing, in the event of any mail strike or other postal interruption, any delivery must be made personally or by electronic mail or fax. Further, for the purposes of this Agreement, delivery of any notice or other communication made to any employee, officer, director, shareholder, or other representative or agent of the Franchisee at the address of the Franchisee set out above or at the Premises, shall be deemed to constitute valid, personal delivery to the Franchisee. Any change of address shall not be effective until written notice of such change is communicated to the other party.

18.7. **Governing Law** - This Agreement shall be governed by the laws of the State where the Premises is located.

18.8. **Currency** – All funds noted herein shall be in United States dollars unless otherwise indicated.

18.9. **Time of the Essence** - Time shall be of the essence of this Agreement and every part hereof.

18.10. **Construction** - All references in this Agreement to the singular shall where applicable include the plural and the use of the neuter or male or female pronoun to refer to any party hereto shall be deemed proper even though such party may be an individual (male or female), corporation or other entity or a group of two or more thereof. Headings preceding the text are for convenience of reference only and do not affect the meaning thereof. The words, “hereof’, “herein”, “hereunder” and similar expressions used in this Agreement relate to the whole of the Agreement and not any particular section or subsection, unless otherwise expressly provided or the context clearly indicates to the contrary.

18.11. **Waiver** - The waiver by the Franchisor of any breach of any provision of this Agreement shall not be deemed to be a waiver unless expressly set forth in writing by the Franchisor. No failure of the Franchisor to exercise any right to demand exact compliance and no custom or practice by the Franchisor at variance with the provisions of this Agreement shall constitute a waiver of the Franchisor’s right to demand exact compliance.

18.12. **Sale by the Franchisor** - In the event of a sale, transfer or assignment by the Franchisor of its interest in the Franchisor’s System or the Trademarks, or of any interest in this Agreement, to the extent that the purchaser or assignee shall assume the obligations of the Franchisor under this Agreement, the Franchisor shall without further agreement, be freed and relieved of all liability with respect to such obligations.

18.13. **Set-off by Franchisor** - Upon the failure of the Franchisee to pay any amounts of money due and owing pursuant to this Agreement, the Franchisor shall have the right at its election, to deduct any amounts remaining unpaid from any monies or credits held by the Franchisor for the account of the Franchisee.

18.14. **Cross-Default** - If the Franchisee or any of Franchisee’s shareholders, principals or indemnifiers operates one or more other locations using the Franchisor’s System, whether individually or together with any other Persons, any default under any provisions of any one agreement governing the operation of a location including this Agreement shall be deemed to be an event of default under all agreements governing the operation of all such locations.

18.15. **Limitations on Action** - Notwithstanding anything contained in this Agreement and except as limited by applicable law, the Franchisee agrees that in the event of any actual or alleged failure, breach or default under this Agreement by the Franchisor:

a. the sole and exclusive remedy shall be against the entity then constituting the Franchisor;

b. no partner, officer, director, shareholder, affiliate or employee of the Franchisor shall be sued or named as a party to any suit or action and no service of process shall be made against any of them except as may be necessary to secure jurisdiction of the Franchisor, nor shall any of them be required to answer or otherwise plead to any service or process;

c. no judgement shall be taken against any partner, officer, director, shareholder, affiliate or employee of the Franchisor and if any judgment is so taken, such judgment may be vacated and set aside at any time;

d. no writ of execution shall ever be levied against the assets of any partner, officer, director, shareholder or employee of the Franchisor or any assets of the Franchisor, other than as specified in subsection (a) above; and

e. these covenants and agreements are enforceable by the Franchisor and by any partner, officer, director, shareholder or employee of the Franchisor and shall survive the expiration or termination of this Agreement for any reason.

18.16. **Lawful Attorney** - Notwithstanding anything otherwise contained in this Agreement, if the Franchisee does not execute and deliver any documents or other assurances so required of him pursuant to this Agreement and/or if the Franchisor takes over the management or operation of the Business on behalf of the Franchisee as provided by this Agreement, the Franchisee hereby irrevocably appoints the Franchisor as the Franchisee's lawful attorney with full power and authority, to execute and deliver in the name of the Franchisee any such documents and assurances, and/or to manage or operate the Business on behalf of the Franchisee, and/or to do all other acts and things, all in such discretion as the Franchisor may desire, and the Franchisee hereby agrees to ratify and confirm all acts of the Franchisor as his lawful attorney and to indemnify and save the Franchisor harmless from all claims, liabilities, losses, or damages suffered in so doing.

18.17. **Further Assurances** - The parties hereto shall execute and deliver such further documents and assurances and do such things as otherwise may be required to give full effect to the provisions of this Agreement.

18.18. **Acknowledgments** - The Franchisee acknowledges and agrees as follows:

a. the Franchisor has not made or given any representations, warranties, promises commitments, covenants, or guarantees (oral or written) respecting the subject matter of this Agreement, except as expressly stated in this Agreement or in the Franchisor's disclosure document (if any);

b. without limiting the generality of subsection (a) above, the Franchisor has not made or given any representation, warranty, promise, commitment, covenant or guarantee (oral or written) with respect to sales or profits to be derived, or costs or expenses to be incurred by the Franchisee in connection with the Business or otherwise;

c. the decision of the Franchisee to operate the Business from the particular location of the Premises was made by the Franchisee;

d. the Franchisee has been advised by its own legal counsel as to the provisions of this Agreement and their meaning and understands all of such provisions and the effect thereof, and has executed this Agreement of its own free will and volition;

e. in entering into this Agreement, the Franchisee is not relying upon any representations, warranties, promises, commitments, covenants or guarantees (oral or written) of the Franchisor.

18.19. **Entire Agreement** - This Agreement (including any schedules hereto), constitutes the entire agreement of the parties hereto and all prior negotiations, commitments, representations, warranties and undertakings made prior hereto (whether oral or written) are merged herein. There are no other inducements, representations, warranties, undertakings, agreements or promises, oral or otherwise, between the parties relating to the subject matter hereof. No subsequent amendment, change or addition to this Agreement or any schedules shall be binding upon the parties hereto unless same shall be in writing and signed by the Franchisor. Nothing in this Agreement is intended to disclaim the representations made by the Franchisor in the Franchise Disclosure Document furnished to the Franchisee.

18.20. **Remedies are Cumulative** - The mention in this Agreement of any particular remedy of the Franchisor in respect of any default by the Franchisee shall not prevent the Franchisor from exercising any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but the Franchisor may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

18.21. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the Franchisor and its successors and assigns and shall be personally binding upon the Franchisee and his heirs, executors, administrators, successors and assigns.

18.22. **No Limitation** - Nothing contained herein shall alter, impair or limit the rights of the Franchisor under the terms of any other related or ancillary agreement entered into by the parties hereto.

18.23. **Receipt of Disclosure** - The Franchisee acknowledges and confirms having received (as one document, and at one time) the Franchisor's disclosure document, either by personal delivery or registered mail, not less than fourteen (14) days before the earlier of:

a. the signing by the Franchisee of this Agreement or any other agreement relating to the franchise; and

b. the payment of any consideration by or on behalf of the Franchisee to the Franchisor or the Franchisor's associates, relating to the franchise.

18.24. **Arbitration** - Except to the extent either party elects to enforce the provisions of this Agreement by equitable relief as provided for herein, 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 in the arbitrability of any matter) which are not resolved through settlement negotiations between the parties will be resolved by binding arbitration. The arbitration proceedings will be conducted in the English language in the city and state in which the Franchisor has its principal place of business at the time the arbitration is commenced under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The Franchisee acknowledges that it has sufficient resources to resolve disputes at the selected location for arbitration. A single arbitrator will be appointed under the rules of the AAA, must 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. The decision of the arbitrator will be issued within sixty (60) days following the close of the proceedings and will be final and binding on all parties; provided, however, the arbitrator may not under any circumstances: (a) assess punitive or exemplary damages; or (b) make any award which extends or modifies any lawful term of this Agreement. This Section 18.24 will survive termination or nonrenewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. During any arbitration proceeding, the parties will fully perform their respective obligations under this Agreement.

18.25. **Waiver of Punitive Damages** - You, your owners 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.

18.26. **Injunctive Relief** - Either the Franchisee or the Franchisor will have the right to petition a court of competent jurisdiction for the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement for any action relating to: (a) the use of the Trademarks and/or the Franchisor's System by Franchisor or Franchisee; (b) the obligations of the Franchisee or the Franchisor upon termination or expiration of this Agreement; and (c) any breaches of the provisions of this Agreement by either party relating to Confidential Information and the provisions of this Agreement relating to the interpretation, construction or enforcement of the covenants not to compete.

18.27. **Jurisdiction and Venue** - The parties agree that any action that is not subject to arbitration pursuant to Section 18.24 must be brought in a federal or state court within such state and in the judicial district in which the Franchisor has its principal place of business at the time the action is commenced. The parties agree that this Section 18.27 will not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. The Franchisee hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action.

18.28. **Time Limitation for Bringing Claims** - The parties agree that, except as provided otherwise in this Agreement or by applicable law, any and all claims arising out of or relating to this Agreement, the relationship between the Franchisee and the Franchisor, or the Franchisee's operation of the Restaurant brought by either party against the other, whether in arbitration or any court proceeding, must be commenced within 12 months after the occurrence of the facts giving rise to such claims, or such claims will be absolutely barred and unenforceable.

[remainder left blank]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the _____ day of ____________, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of

Copper Branch Franchising, LLC

Per: ______________________________
Onofrio Infantino, President
I have authority to bind the Corporation

******franchisee******

Per: ______________________________
Name:
Title:
I have authority to bind the Corporation

____
Witness

____
******guarantor******

SCHEDULE "A"

ACCEPTED LOCATION

ACCEPTED LOCATION

Pursuant to Section 2.2 of the Franchise Agreement, the Restaurant shall be located at the following Accepted Location:

____

____

____

SCHEDULE "B"

TRI-PARTY AGREEMENT

THIS AGREEMENT made this _____ day of ____________, 20____,

BETWEEN:

Copper Branch Franchising, LLC, a Florida limited liability company
(hereinafter referred to as the "Franchisor")

-and-

Franchisee, a corporation incorporated under the laws of the State of ***
(hereinafter referred to as the "Franchisee")

-and-

Landlord

WHEREAS the Franchisor has entered in a Franchise Agreement (the "Agreement") with the Franchisee for a Copper Branch franchise located at ***, in the State of *** (the "Premises") on the ____ day of _______________, 20___.

WHEREAS the Franchisee has entered into a Lease (the "Lease") for the Premises with the Landlord on the _____ day of _______________, 20____.

NOW THEREFORE the parties for good and value consideration received, the sufficiency of which is recognized by all of the parties agree as follows:

1. OPTION TO ASSUME

Notwithstanding anything to the contrary contained in the Lease, it is expressly understood and agreed that if the Franchise Agreement is terminated or expires for any reason whatsoever, the Franchisee's rights in the Lease shall, at the option of the Franchisor, be automatically transferred and assigned to the Franchisor. The Landlord and the Franchisee, for good and valuable consideration, hereby grant such option (the "Option") to the Franchisor. The Option may be exercised by the Franchisor by giving the Landlord notice in writing of its exercise of the Option within thirty (30) days following the termination or expiry of the Franchise Agreement. The Franchisee acknowledges and agrees that the Landlord may rely upon such notice and shall not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, operate as an effective assignment to the Franchisor of the Franchisee's rights under the Lease and the assumption by the Franchisor of the covenants therein required to be observed or performed by the Franchisee only from the date of such assignment, without any prior liability thereto and without the Franchisee having any further rights under the Lease. Notwithstanding the foregoing, the Franchisor shall, forthwith upon the exercise of the Option, execute such documents evidencing its agreement to keep and perform or cause to be kept or performed all of the obligations of the Franchisee arising under this Lease from and after the time of the exercise of the Option. The Franchisee does hereby irrevocably appoint the Franchisor as its agent and attorney to execute any and all documents, if any, on its behalf necessary to complete said assignment. The Franchisor shall thereafter have the right to assign the Lease to such party as it may designate provided that in such event the Franchisor shall remain liable for the due performance of all obligations of the new tenant for a period of one (1) year from the date of such assignment and shall thereafter be released from all obligations under the Lease.

2. REPORTS

The Franchisee hereby agrees that the Landlord may, upon the written request of the Franchisor, disclose to the Franchisor all reports, information or data in the Landlord's possession respecting sales made in, upon or from the Premises.

3. DEFAULT

The Landlord shall give written notice to the Franchisor of any default by the Franchisee under the Lease and the Franchisor may, in its sole option, within ten (10) business days of such notice or such longer period that is reasonably required, cure the default on behalf of the Tenant, if capable of being cured. The Landlord shall also give written notice to the Franchisor of any termination of the Lease or notice of termination given by the Landlord, together with a copy thereof. The Franchisor may exercise a further option to have the Lease automatically transferred and assigned to it (also, an "Option") within thirty (30) days of receiving any and every such notice, or a notice of termination of the Lease, by giving the Landlord notice of its election to exercise the Option. In the event of any such assumption, the Franchisee shall cease to have any further rights under the Lease but shall remain fully liable and shall pay immediately to the Franchisor any and all costs or expenses, including without limitation any rental payments made to the Landlord or incurred by the Franchisor in order to cure any such default.

4. ACKNOWLEDGMENTS

The parties acknowledge that this Agreement includes a right on the part of the Franchisor, in the event of the termination of the Franchise Agreement or Lease for any reason whatsoever, to enter and secure the Premises and its contents, and operate the business on an interim basis. The Landlord hereby acknowledges and agrees that such entry by the Franchisor shall not constitute a breach of the Lease nor shall it be deemed a taking of possession of the Premises or exercise of an Option.

5. REGISTRATION

The parties hereby agreed that this Agreement or the grant of an Option may be registered on title. The Landlord hereby covenants to provide the Franchisor with a proper legal description of the relevant lands wherein the Premises are located and said description to be attached hereto as Schedule "A" and deemed to form an interest part thereof.

6. OTHER

6.1 All paragraph headings are inserted for convenience only and shall not affect any construction of interpretation of this Agreement.

6.2 This Agreement shall be governed by and interpreted in accordance with the laws of the State that governs the Franchise Agreement.

6.3 The parties hereby agree to do such things and sign and execute such other documents as may be necessary or desirable to carry out all of the provisions of this Agreement.

6.4 This Agreement shall be binding upon and enure to the benefit of the parties, their heirs, successors and permitted assigns. The Franchisee and the Landlord hereby agree that they shell not amend any of their existing respective rights or obligations to each other without the prior written consent of the Franchisor, which shall not be unreasonably withheld.

Copper Branch Franchising, LLC

Per: ______________________________
Onofrio Infantino, President
I have authority to bind the corporation

*****Franchisee*****

Per: ______________________________
Name, Title
I have authority to bind the corporation

*****Landlord*****

Per: ______________________________
Name, Title
I have authority to bind the corporation

SCHEDULE "B-1"
SUBLEASE

B E T W E E N:

Copper Branch Franchising, LLC
a Florida limited liability company
(the "Sublandlord")

- and -

***
*an *** corporation*
(the "Franchisee")

- and -

***
*a/an individual(s) residing in the State of ****
(the "Guarantor")

ARTICLE 1 – RECITALS

1.1 ***, (the "Landlord"), by lease (the "Headlease"), a copy of which is attached as Exhibit B to this Sublease, leased to the Sublandlord premises located at *** (the "Premises").

1.2 9317-0546 Quebec Inc. o/a Copper Branch Franchising (the "Franchisor"), by agreement (the "Franchise Agreement"), granted to the Franchisee the right and licence to establish and operate a Copper Branch restaurant at the Premises.

1.3 The Franchisee and the Guarantor agreed pursuant to the terms of the Franchise Agreement to enter into this sublease of the Premises with the Sublandlord.

ARTICLE 2 – INTERPRETATION

Incorporation of Recitals

2.1 The recitals of fact and representations set out in Article 1 are true and are incorporated in the body of this sublease by reference.

Paramountcy

2.2 If there is any inconsistency or conflict between the terms of this sublease and any of the provisions contained in the Franchise Agreement, the parties hereto acknowledge, agree and confirm that the provisions of the Franchise Agreement will be read in priority to and will supersede any of the provisions contained in this sublease.

Definitions

2.3 In this sublease, the following words and phrases will have the meaning set out beside them.

(a) "Additional Rent" has the meaning set out in Section 4.3 of this sublease.

(b) "Commencement Date" has the meaning set out on Exhibit A.

(c) "Minimum Rent" has the meaning set out in Section 4.2 of this sublease.

(d) "Rent" means all Minimum Rent and Additional Rent payable in accordance with this sublease. All amounts due by the Franchisee pursuant to the Franchise Agreement will be deemed to be rent under this sublease.

(e) "Term" means the term of this sublease as set out in Section 3.3 and any renewal or extension of the term.

Severability

2.4 Except as expressly provided to the contrary in this sublease, each section, part, term and/or provision of this sublease will be considered severable. If for any reason any part of this sublease 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, it will not impair the operation of, or have any other effect upon, any other part of this sublease as may remain otherwise intelligible, and that part will continue to be given full force and effect and bind the parties. The invalid part or parts will be considered not to be a part of this sublease.

Headings

2.5 All headings in this sublease are intended solely for the convenience of the parties, and no heading will be considered to affect the meaning or interpretation of any part of the sublease.

Extended Meanings

2.6 All references in this sublease to the masculine, neuter or singular will be interpreted to include the masculine, feminine, neuter or plural, where applicable.

Currency

2.7 All dollar amounts referred to in this sublease are in Canadian funds for franchisees located in Canada, and United States dollars for franchisees located in the United States.

Entire Agreement

2.8 This sublease supersedes all prior agreements, arrangements and communications and contains and constitutes the entire agreement between the parties. There are no understandings, inducements, representations, warranties, collateral agreements or conditions affecting or supported by this sublease or upon which any party has relied in entering into this sublease other than as expressed in this sublease.

Exhibits

2.9 The following Exhibits are attached and incorporated in this sublease by reference and are considered to be a part of this sublease.

Exhibit A - Specific Terms
Exhibit B - Lease

ARTICLE 3 – SUBLEASE OF PREMISES AND TERM

Grant of Sublease

3.1 The Sublandlord subleases the Premises to the Franchisee and the Franchisee subleases the Premises from the Sublandlord for the Term, at the rent, subject to the conditions and in accordance with the covenants, obligations and agreements contained in this sublease.

Acknowledgment by Franchisee re State of Premises

3.2 The Franchisee acknowledges having fully inspected the Premises, and accepts the Premises in their present condition.

Term

3.3 The term of this sublease is as set out on Exhibit A. The term will commence on the Commencement Date and terminate on the date set out on Exhibit A.

Franchisee to Take Possession

3.4 The Franchisee will take possession of the Premises not later than the date set out on Exhibit A.

Fixturing By Tenant

3.5 The Franchisee will have access to the Premises from the date set out on Exhibit A to the Commencement Date for the purpose of fixturing. Fixturing will be completed in accordance with the covenants of the Sublandlord under the Headlease. During the fixturing period, the Franchisee will be responsible for all rent, costs and expenses under the Headlease or this sublease. The Franchisee agrees to indemnify and save the Sublandlord harmless from any and all claims, damages or injuries to persons or property while fixturing, and agrees to obtain and retain general liability insurance of not less than $5,000,000 per occurrence in respect of its occupancy of the Premises prior to the Commencement Date, and to provide the Sublandlord with evidence of such insurance on demand.

ARTICLE 4 – RENT

Net Sublease

4.1 This is a carefree, net, net, net sublease. The rent and all costs, taxes, expenses and obligations of whatsoever kind or extent relating to the Premises will be paid by the Franchisee.

Minimum Rent

4.2 Beginning on the Commencement Date and for the remainder of the Term the Franchisee will pay to the Sublandlord, without deduction, abatement or setoff, an annual minimum rent for the Premises as set out in Exhibit A.

Additional Rent

4.3 The Franchisee further covenants and agrees with the Sublandlord to pay as additional rent the following:

(a) all amounts required to be paid to the Sublandlord pursuant to the provisions of this Sublease;

(b) all other amounts required to be paid to the Sublandlord pursuant to the provisions of the Franchise Agreement;

(c) all amounts, without duplication, required to be paid by the Sublandlord to the Landlord pursuant to the Headlease including, if applicable but without limitation, percentage rent, operating costs, merchants' association dues, fees, royalties, assessments, food court costs, realty taxes, shopping centre expenses and gourmet fair expenses; and

(d) any other amounts referred to in the Headlease which may be payable by the Sublandlord thereunder, whether to the Landlord or otherwise; provided that all such amounts payable pursuant to the Headlease shall be calculated and payable in accordance with the provisions of the Headlease, save and except as may be otherwise provided herein.

Payment of Rent

4.4 Minimum Rent and Additional Rent will be paid in equal consecutive monthly instalments in advance on the 1st day of each and every month from the Commencement Date to the date the Term expires. If the Commencement Date or the date the Term expires are not the 1st and last day of a month, respectively, then the Rent for the 1st and last months of the Term will be pro-rated. All amounts due by the Franchisee under the Franchise Agreement will be deemed to be rent under this sublease and may be collected as rent by the Sublandlord with all rights of distress and otherwise as reserved to the Sublandlord under this sublease or at law in respect of rent in arrears.

No Setoff against Rent

4.5 The Franchisee waives the benefit of any statutory right of counterclaim or setoff against Rent that may be provided by the Commercial Tenancies Act or any other statute and agrees to pay Rent without any setoff whatsoever.

Interest on Rent in Arrears

4.6 All Rent in arrears will bear interest at 18% yearly from the date on which it became due until the date of payment in full.

Harmonized Sales Tax

4.7 The Franchisee will pay to the Sublandlord an amount equal to any and all HST, sales taxes, value-added taxes or any other taxes imposed on the Sublandlord with respect to Rent or any other amounts payable by the Franchisee to the Sublandlord under this sublease, whether characterized as a goods and services tax, sales tax, value-added tax or otherwise (collectively, the "Sales Taxes"), it being the intention of the parties that the Sublandlord will thereby be fully-reimbursed by the Franchisee with respect to any and all Sales Taxes payable by the Sublandlord.

ARTICLE 5 – FRANCHISEE'S COVENANTS

5.1 The Franchisee agrees to abide by each of the covenants set out in this article.

(a) Pay Rent: The Franchisee will pay all Rent in the amount and at the times provided for in this sublease.

(b) Perform all Obligations Under the Headlease: The Franchisee will perform, observe and be bound by all of the Sublandlord's covenants contained in the Headlease except that where such covenants call for the payment of any sum of money the Franchisee will pay all such sums to the Sublandlord on the date stipulated in the Headlease and if no such date is stipulated, upon demand.

(c) Indemnification of Sublandlord: The Franchisee will indemnify, keep indemnified and hold the Sublandlord wholly harmless against all actions, expenses, claims and demands in respect of any breach of this sublease by the Franchisee.

(d) Assignment: The Franchisee will not assign, sublet or part with possession of any part of the Premises without the prior consent in writing of the Sublandlord and the Landlord, which consent may be unreasonably withheld.

(e) Encumbrances: The Franchisee will not mortgage, charge or otherwise encumber its interest in this sublease.

(f) Inspection and Repair of Premises: The Franchisee will permit the Landlord and the Sublandlord and their representatives at all reasonable times to enter and examine the condition of the Premises and upon notice by either of them to repair in accordance with such notice.

(g) Insurance: The Franchisee will not do or permit or suffer to be done any action whereby any policy of insurance against damage to the Premises may become void or voidable or the rate of premium for that policy may be increased without giving the Sublandlord at least one month's notice in writing of such action and if the rate of premium will be increased by such action, to pay to the Sublandlord such increase in premium together with all expenses incurred by the Sublandlord in connection with any renewal or replacement of policies so occasioned, and all payments to be made by the Franchisee pursuant to this covenant will be considered to be additional Rent.

(h) Postdated Cheques: The Franchisee will deliver to the Sublandlord a series of 12 postdated cheques in an amount equal to the monthly Rent, or representing the Sublandlord's best estimate of the Rent for the ensuing twelve-month period on the Commencement Date, and on each anniversary date of the Commencement Date or, in the alternative, at the option of the Sublandlord, arrange for automatic electronic funds transfers to the account designated by the Sublandlord.

(i) Postponement of Claims: The Franchisee waives and postpones any claim, counterclaim, crossclaim or other right or entitlement that the Franchisee now has or in the future may have against the Sublandlord, the Landlord or either of them.

(j) Administrative Charges: The Franchisee will pay to the Sublandlord immediately upon demand an administrative fee of $125 for each and every one of the Franchisee's cheques refused for payment by the Franchisee's bank upon presentation by the Sublandlord, and for each and every payment due under this sublease not received by the Sublandlord on the day provided for in this sublease.

(k) Liability Joint and Several: Where 2 or more parties execute this sublease as Franchisee, the liabilities and obligations of each such party executing as Franchisee will be joint and several, and each such party agrees that the Sublandlord will not be obligated to exhaust its recourses against the other party or parties signing as Franchisee or others or any security it may hold before being entitled to payment from such party or parties.

(l) Surrender of Premises: At the termination of this sublease the Franchisee will vacate the Premises, with the Premises and all fixtures (other than Franchisee's fixtures) in good condition.

ARTICLE 6 – USE OF PREMISES

6.1 The Franchisee will be entitled to use the Premises only for operation of a Copper Branch restaurant.

ARTICLE 7 – SUBLANDLORD'S COVENANTS

Quiet Enjoyment

7.1 The Sublandlord covenants with the Franchisee for quiet enjoyment.

ARTICLE 8 – SUBLANDLORD'S REMEDIES

Re-entry by Sublandlord

8.1 The Sublandlord will be permitted to re-enter the Premises in the event of non-payment of Rent when due, or in the event that the Tenant's interest in this lease is taken in execution or is otherwise attached, or in the event of non-performance by the Franchisee of the covenants contained in this sublease or of the covenants or obligations imposed on the Sublandlord under the terms of the Headlease, which covenants and obligations the Franchisee specifically agrees to perform, observe and be bound by.

Bankruptcy, Etc.

8.2 In case the Premises or any of the goods and chattels of the Franchisee are seized in execution or attached by any creditor of the Franchisee or the Franchisee makes any assignment or becomes bankrupt or insolvent or takes the benefit of any Act relating to the bankrupt or insolvent debtors, or any order is made for the winding-up of the Franchisee, then in any such case this sublease will, at the option of the Sublandlord, terminate and the Term will immediately be forfeited, and the then-current Rent and the next ensuing 3 months' Rent will immediately become due and the Sublandlord may immediately re-enter and take possession of the Premises.

Distress

8.3 The Franchisee waives the benefit of any statute limiting the Sublandlord's right of distress and agrees that none of the property of the Franchisee or of any other person on the Premises will be exempt from distress for Rent in arrears.

Right of Termination

8.4 The Franchisee agrees that upon the Sublandlord becoming entitled to re-enter the Premises the Sublandlord, in addition to all other rights, will have the right to immediately terminate this sublease without providing the Franchisee with any statutory opportunity to cure, and Rent will be paid in full to the date of such termination, and the Franchisee will immediately vacate the Premises. The Sublandlord will also be entitled to recover from the Franchisee Rent for a period equal to the balance of the Term on the date of termination.

Cross Default of Franchise Agreement; Waiver of Statutory Notice

8.5 Default of this sublease by the Franchisee will constitute default of the Franchise Agreement, and default of the Franchise Agreement will constitute default of this sublease. The Franchisee, on behalf of itself or any individual, partnership or corporation who may enter into the sublease with the Sublandlord, hereby waives any entitlement it may have to receive notice (the "Statutory Notice") pursuant to subsection 19(2) of the *Commercial Tenancies Act* (Ontario) or any similar provincial statute or state legislation, and agrees that any notice of default delivered by the Franchisor pursuant to the Franchise Agreement will be accepted in lieu of and in full satisfaction of the Statutory Notice.

8.6 Upon termination or expiration of the Franchise Agreement, the Sublandlord will have the unfettered right and discretion to terminate this sublease, and Rent will be paid in full to the date of such termination, and the Franchisee will immediately vacate the Premises.

ARTICLE 9 – GUARANTEE

Guarantee

9.1 Each individual comprising the Guarantor, in consideration of the granting of the rights and privileges contained in this sublease to the Subtenant, and the execution of the Franchise Agreement by the Franchisor, hereby unconditionally and irrevocably guarantees jointly and severally the payment of all sums due to the Sublandlord under this sublease and the due performance of each and every covenant and agreement of the Franchisee as contained in this sublease, to the same extent as if he were personally named as subtenant herein. The Guarantor agrees that he may be sued directly under this sublease and waives any rights he may have to require the Sublandlord to proceed against the Franchisee or to exhaust any remedy whatsoever which may be available to the Sublandlord before requiring payment from, or proceeding against, the Guarantor, and further that the Sublandlord may allow the Franchisee to be in default under this sublease, and may extend the time for payment, or for correcting of any default, or otherwise deal with the Franchisee in such manner as the Sublandlord may see fit without the Guarantor being released from his covenants under this sublease and without notice to him. The Guarantor covenants and agrees that his obligations set out in this Guarantee will not be impaired, restricted, released, waived, eliminated, terminated or modified in any respect so as to be unenforceable by reason of the Franchisee's bankruptcy, insolvency, reorganization or any other legal proceedings by or against the Franchisee or for any reason whatsoever.

ARTICLE 10 – GENERAL PROVISIONS

Amendments

10.1 Any amendment of this sublease is invalid unless made in writing and signed by all parties.

Time Limits

10.2 The parties agree that the time limits set out in this sublease will be strictly enforced.

Additional Documents and Acts

10.3 Each of the parties agrees to do and cause to be done any other acts necessary or desirable in order to give full effect to this sublease.

Notice of Lease

10.4 Neither this sublease nor any notice of this sublease will be registered against the title to the Premises.

Authorization

10.5 Each of the Sublandlord and the Franchisee represents and warrants to the other that it has all requisite power and entitlement to enable it to enter into this sublease.

Notice

10.6 Any notice required or permitted to be given under this Agreement will be in writing and shall be given in the manner provided for in the Franchise Agreement for delivery of notices.

Waivers

10.7 No waiver of any breach of this sublease will be a waiver of any subsequent breach, nor will any failure to seek a remedy for any breach be a waiver of any rights and remedies with respect to that or any subsequent breach.

Benefit of Sublease

10.8 The rights and obligations set out in this sublease will be for the benefit of and be binding upon the parties and their permitted successors and assigns.

Counterparts

10.9 This sublease may be executed in counterparts, each of which will be considered an original, and all of which together will constitute one and the same sublease.

[remainder left blank]

Date of Execution

10.10 The parties executed this sublease as of the _____ day of ___________, 20__.

Copper Branch Franchising, LLC

Per: ______________________________
Onofrio Infantino, President
I have authority to bind the corporation

*****

Per: ______________________________
*****, A.S.O.
I have authority to bind the corporation

____
Witness

____
*** (guarantor)

EXHIBIT "A"
SPECIFIC TERMS

Commencement Date (Section 2.3 b.)

-

Term (Sections 2.3 e. and 3.3)

-

Termination Date (Section 3.3)

-

Yearly Minimum Rent (Section 4.2):

SCHEDULE "C"

SECURITY AGREEMENT

ARTICLE 1 – BACKGROUND

1.1 ________________________ (the "Franchisee") whose home address/registered office address is *** entered into a franchise agreement (the "Franchise Agreement") with Copper Branch Franchising, LLC (the "Franchisor"). The entry by the Franchisee into this Agreement was a pre-condition of the Franchisor to entry into the Franchise Agreement with the Franchisee.

ARTICLE 2 – GRANT OF SECURITY INTEREST

2.1 As security for the prompt payment, performance and satisfaction of all Obligations, as defined herein-below, the Franchisee assigns, transfers and sets over to the Franchisor all of its right, title and interest in and to, and grants to the Franchisor a continuing lien on and security interest in and to, the Collateral, wherever located, whether now owned or existing or acquired or arising after this date, together with all replacements, accessions, parts, proceeds, including insurance proceeds, bank accounts and proceeds of proceeds.

ARTICLE 3 – INTERPRETATION

Definitions

3.1 In this Agreement, the following words will have the meaning set out beside them.

(a) "**Act**" means the Uniform Commercial Code of the state in which the Premises are located, and any act that may be substituted for that act, and as from time to time amended.

(b) "**Agreement**" means this agreement and all amendments made to it by the parties in accordance with the terms of this agreement.

(c) "**Chattel Paper**", "**documents of title**", "**goods**", and "**instrument**" have the meanings respectively given to them in the Act.

(d) "**Collateral**" means all undertaking, property and assets of the Franchisee, now owned or hereafter acquired and any proceeds from the sale or other disposition thereof including, without limiting the generality of the foregoing:

(i) all of the equipment, goods, trade fixtures, furniture, vehicles, signs and inventory of any description or kind now owned or hereafter acquired by the Franchisee;

(ii) all of the Franchisee's work in progress and accounts receivable;

(iii) subject to Section 4.2, all of the Franchisee's right, title and interest in or to any lease or sublease now owned or hereafter acquired by the Franchisee as tenant (whether oral or written) or any agreement therefore;

(iv) all equipment or other goods listed on any schedule attached to this Agreement;

(v) all patents, trade-marks, industrial designs and know-how now owned or hereafter acquired by the Franchisee; and,

(vi) all chattel paper, documents of title, securities, money, instruments and intangible personal property, now owned, or acquired or created after this date, and all proceeds of the property enumerated in this section.

(e) "**Obligations**" has the meaning set out in Article 4 of this Agreement.

(f) "**Premises**" means the business premises of the Franchisee located at ***.

Severability

3.2 Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement will be considered severable. If for any reason any part of this Agreement 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, it will not impair the operation of, or have any other effect upon, any other part of this Agreement as may remain otherwise intelligible, and that part will continue to be given full force and effect and bind the parties. The invalid part or parts will be considered not to be a part of this Agreement.

Headings

3.3 All headings in this Agreement are intended solely for the convenience of the parties, and no heading will be considered to affect the meaning or interpretation of any part of the Agreement.

References

3.4 All references in this Agreement to the masculine, neuter or singular will be interpreted to include the masculine, feminine, neuter or plural, where applicable.

Deadlines

3.5 The parties agree that the deadlines set out in this Agreement will be strictly enforced.

Benefit of Agreement

3.6 Nothing in this Agreement is intended, nor will be considered, to confer upon any person or legal entity other than the parties and their respective successors and assigns any rights or remedies under this Agreement. This Agreement is available for the benefit of, and is binding upon, the heirs, successors, personal representatives and assigns of the parties.

ARTICLE 4 – OBLIGATIONS SECURED

4.1 Each item of the Collateral will secure all past, present and future indebtedness or obligations of the Franchisee to the Franchisor of every kind and nature and whether direct, indirect or contingent, and whether the Franchisee is bound alone or with others and whether as principal or surety including, but not limited to, royalty fees, franchise fees, continuing royalty fees, equipment and software maintenance fees, advertising and promotion fees, inventory costs, rent and any and all other fees, monies or expenses owing to the Franchisor relating to or in any way arising out of or in connection with the franchise relationship between the parties.

4.2 The last day of the term of any lease, sublease or agreement therefore is specifically excepted from the security interest created by this Agreement, but the Franchisee agrees to stand possessed of such last day in trust for the Franchisor or such other person as the Franchisor may direct and the Franchisee shall assign and dispose thereof in accordance with such direction.

ARTICLE 5 – USE AND LOCATION OF COLLATERAL

Franchisee's Warranty

5.1 The Franchisee warrants and agrees that the Collateral is to be used primarily for business or commercial purposes (other than agricultural), at the Premises.

Collateral to be Personal Property

5.2 The Franchisee agrees that regardless of the manner of affixation, the Collateral will remain personal property and will not become part of any land or building.

No Removal of Collateral

5.3 The Franchisee agrees to keep the tangible Collateral at the Premises and will notify the Franchisor in advance, in writing, of any change in the location of the Collateral and will not remove the Collateral from the state in which the Collateral is located without the prior written consent of the Franchisor. Inventory pledged as collateral may be removed and sold in the ordinary course of business. The Franchisee will not assign, sell, transfer or in any way encumber the intangible Collateral including, without limitation, the work in progress and accounts receivable, pledged to the Franchisor as collateral under this Agreement without the prior written consent of the Franchisor.

ARTICLE 6 – FRANCHISEE'S WARRANTIES AND REPRESENTATIONS

6.1 The Franchisee covenants, warrants and represents as set out below.

(a) The Franchisee is justly indebted to the Franchisor.

(b) Except for security interests granted with the prior written consent of the Franchisor for the purpose of obtaining financing for the Business, the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances, except with the prior written consent of the Franchisor.

(c) All information supplied and statements made by the Franchisee in any financial, credit or accounting statement or application for credit prior to, contemporaneously with, or subsequent to the execution of this Agreement regarding this transaction, and all transactions contemplated by the Franchise Agreement and any related agreements are and will be true, correct, valid and genuine.

(d) The Franchisee has full authority to enter into this Agreement and in so doing it is not violating any applicable charter, bylaws or partnership agreement, any law, regulation or agreement with third parties and that the Franchisee has taken all such action as may be necessary or appropriate to make this Agreement binding upon it.

(e) There are no judgments, judicial or administrative orders or proceedings pending, or to the knowledge of the Franchisee threatened, against or affecting the Franchisee in any court or before any governmental authority or arbitration board or tribunal which may materially adversely affect the condition (financial or otherwise) of the Franchisee or the assets (including the Collateral) of the Franchisee, or the ability of the Franchisee to fully satisfy and perform all of the Obligations.

(f) The Franchisee has good and marketable title in fee simple (or its equivalent under applicable law) to all of the properties and assets it purports to own, free from liens, claims and encumbrances of any third person.

(g) All representations and warranties made by the Franchisee are continuing until all Obligations have been paid and satisfied in full.

ARTICLE 7 – FRANCHISEE'S OBLIGATIONS

7.1 The Franchisee agrees as set out below.

(a) The Franchisee will defend at the Franchisee's own cost any action, proceeding or claim affecting the Collateral.

(b) The Franchisee will pay all legal fees (on a solicitor and his own client basis), costs and other expenses incurred by the Franchisor in enforcing its rights after the Franchisee's default, whether any lawsuit is instituted or not.

(c) The Franchisee will pay promptly all taxes, assessments, licence fees and other public or private charges when levied or assessed against the Collateral or this Agreement, and that this obligation will survive the termination of this Agreement.

(d) The Franchisee will not misuse, fail to keep in good repair, secrete, or without the prior written consent of the Franchisor and notwithstanding the Franchisor's claim to proceeds, sell (except inventory in the ordinary course of business), rent, lend, give away, donate, encumber or transfer any of the Collateral.

(e) The Franchisor may enter upon the Franchisee's premises or wherever the Collateral may be located at any reasonable time to inspect the Collateral and/or the Franchisee's books and records relating to the Collateral, and the Franchisee will assist the Franchisor in making any such inspection.

(f) The security interest granted by the Franchisee to the Franchisor will continue effective so long as there are any Obligations of any kind, including obligations under guarantees or assignments, owed by the Franchisee to the Franchisor, provided, however, upon any assignment of this Agreement by the Franchisee the assignee will after such assignment be considered for the purpose of this section the Franchisee under this Agreement.

(g) The Franchisee will notify the Franchisor promptly of:

(i) any material change in the information contained in this Agreement (including the schedules hereto) relating to the Franchisee, the Franchisee's business or Collateral, including any address change or establishment of an additional place of business;

(ii) the details of any change in the name of the Franchisee;

(iii) the details of any significant acquisition of Collateral;

(iv) the details of any claims or litigation affecting the Franchisee or Collateral;

(v) any loss of or damage to Collateral; and,

(vi) Any default by any account debtor in its obligations to the Franchisee.

ARTICLE 8 – INSURANCE AND RISK OF LOSS

8.1 All risk of loss of, theft, damage to or destruction of the Collateral will at all times be borne by the Franchisee. The Franchisee will, consistent with the Franchise Agreement, maintain in full force and effect, at its expense, insurance against all expected risks to which the Collateral may be exposed, and any other insurance the Franchisor requires under one or more policies of insurance containing coverage limits which are prescribed from time to time by the Franchisor. All insurance policies must be issued by a carrier approved in advance by the Franchisor. If at any time the Franchisee fails or refuses to maintain any insurance required by the Franchisor or to furnish satisfactory evidence of the insurance, the Franchisor may, at its option, at the Franchisee's expense and in addition to any other rights and remedies, obtain adequate insurance coverage on the Franchisee's behalf and the Franchisee must promptly execute any applications or other forms or instruments required to obtain the insurance and to pay the Franchisor on demand any cost or premiums incurred by the Franchisor. The Franchisee must supply to the Franchisor, at least thirty (30) days prior to the opening of the Franchisee's location, a copy of the certificate of or evidence of the Franchisee's insurance policies and submit to the Franchisor annually such evidence of each insurance policy or any modifications to any insurance policies. The Franchisor's acceptance of policies in lesser amounts or risks will not be a waiver of the Franchisee's foregoing obligations.

ARTICLE 9 – EVENTS OF DEFAULT; ACCELERATION

Events of Default

9.1 A very important element of this Agreement is that the Franchisee makes all its payments promptly as agreed upon in the Franchise Agreement and any other agreements between the parties. Also essential is that the Collateral continue to be preserved and maintained in good condition by the Franchisee and serve as adequate security for the Obligations. The events of default listed below will allow the Franchisor to take all permitted action under this Agreement or any available law in connection with this or any other transaction.

(a) Any failure to promptly pay when due any of the Franchisee's obligations to the Franchisor under any agreement, oral or written, with the Franchisor.

(b) Any breach by the Franchisee of any warranty or provision of this Agreement, or of any note or of any other instrument or agreement delivered by the Franchisee to the Franchisor in connection with this or any other transaction.

(c) Any failure by the Franchisee to actively operate its franchise for a period of five (5) or more consecutive days.

(d) The discovery by the Franchisor that the Franchisee has given the Franchisor any illegal, misleading, false or fraudulent information regarding its financial condition.

(e) The loss or destruction of any of the Collateral.

(f) The filing of a petition or proposal for arrangement, reorganization or bankruptcy by or against the Franchisee, or the Franchisee's admission of an inability to pay its debts as they mature.

(g) The default of any guarantor, surety or endorser for the Franchisee of any obligation or liability to the Franchisor, or termination or breach of any guarantee obtained in connection with this transaction.

(h) The entry of any judgment or tax lien against the Franchisee which remains unsatisfied for fifteen (15) days, or the issuing of any attachment or garnishment against any property of the Franchisee, or the appointment of any receiver, receiver-manager, manager, trustee, conservator or other private or court-appointed officer over the Franchisee or any of the Franchisee's property for any purpose, or the occurrence of any change in the financial condition of the Franchisee, which, in the judgment of the Franchisor, is materially adverse.

(i) The Collateral or any rights in the Collateral is subject to or threatened with any judicial process, condemnation, insolvency or forfeiture proceedings.

(j) The death or incompetency of any general partner of the Franchisee or, if the Franchisee is a corporation, the death or incompetency of any officer, director or shareholder of the Franchisee.

(k) If, in the Franchisor's opinion, the value of the Collateral deteriorates or diminishes such that the Franchisor reasonably deems the Obligations to be inadequately secured, and the Franchisee does not provide additional Collateral to the satisfaction of the Franchisor.

(l) A substantial change, as determined by the Franchisor, in the ownership, control or management of the Franchisee.

(m) The termination or expiration, for any reason, of the Franchise Agreement, the lease for the Premises or any other present or future agreement between the Franchisee and the Franchisor.

Acceleration

9.2 If the Franchisee is in default, all debts then due and owing by the Franchisee to the Franchisor under this or any other present or future agreement with the Franchisor will, if the Franchisor so elects, become immediately due and payable.

ARTICLE 10 – FRANCHISOR'S RIGHTS

Rights of the Franchisor

10.1 In addition to the rights set out in this Agreement, the Franchisor will have all the rights and remedies of a secured party under the Act and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral for which the Franchisee agrees to remain fully liable. All rights and remedies of the Franchisor are cumulative and one or more of these rights may be exercised independently or in combination from time to time, including marshalling.

Receivers and Others

10.2 The Franchisor may appoint by instrument or by application to a court of competent jurisdiction a receiver or other person to act on its behalf before or after default or in any insolvency or like proceeding (receiver includes a receiver-manager). The appointee has all the powers of the Franchisor under this security agreement. In addition, on instructions from the Franchisor, the receiver will be entitled to carry on the business of the Franchisee with all the powers that the Franchisee would have to operate its business for such time as the receiver determines it advisable and in the best interest of the Franchisor. The Franchisor is not liable for any act or omission by a receiver appointed or selected by a court.

Accounts Receivable

10.3 Upon the Franchisee's default and at any time thereafter, the Franchisor may collect, realize, sell or otherwise deal with the accounts receivable or any part of the accounts receivable in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Franchisee. The Franchisor will not be liable or accountable for any failure to collect, realize, sell or obtain payment of the accounts receivable or any part of the accounts receivable and will not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the accounts receivable for the purpose of preserving any rights of the Franchisee, or any other person, firm or corporation in respect of the same. All monies collected or received by the Franchisee in respect of the accounts receivable will be received as trustee for the Franchisor and will immediately be paid over to the Franchisor. All monies collected or received by the Franchisor in respect of the accounts receivable or other Collateral may be applied on account of such parts of the indebtedness and liability of the Franchisee as to the Franchisor seems best or in the discretion of the Franchisor may be released to the Franchisee, all without prejudice to the liability of the Franchisee or the Franchisor's right to hold and realize the security granted by this Agreement.

Re-entry

10.4 Upon the Franchisee's default and at any time thereafter, the Franchisee agrees that the Franchisor, by itself or its agents, may, without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of the Franchisee or any agent of the Franchisee where the Collateral may be or where the Franchisor believes the Collateral may be. The Franchisor or its agent may disassemble, render unusable and/or repossess all or any item of the Collateral, disconnecting and separating all Collateral from any other property and using all reasonable force necessary.

Waiver of Right of Possession

10.5 Upon the Franchisee's default and at any time thereafter, the Franchisee expressly waives all further rights to possession of the Collateral (including the Premises) and all claims for injuries suffered through, or loss caused by, such entering and/or possession. The Franchisee will, at the request of the Franchisor, assemble and identify the Collateral and make it available to the Franchisor at a place to be designated by the Franchisor which is reasonably convenient to both parties.

Notice of Sale

10.6 The Franchisor will give the Franchisee reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice will be met if the notice is mailed, postage prepaid, to the last known address of the Franchisee at least fifteen (15) days before the time of the sale or disposition.

Charges and Expenses

10.7 Expenses of retaking, holding, preparing for sale, selling and the like will include all reasonable legal fees (on a solicitor and his own client basis) and other expenses. Such sums will be a first charge on the proceeds of realization, disposition or collection. The Franchisee understands and agrees that the Franchisor's rights are cumulative and not alternative.

ARTICLE 11 – MISCELLANEOUS

Waiver of Default

11.1 The Franchisor may waive any default or remedy any default in any manner, without waiving the default remedied and without waiving any other prior or subsequent default. The Franchisor may waive or delay the exercise of any right or remedy under this Agreement without waiving that right or remedy or any other right or remedy available to it under this Agreement.

Extensions of Time

11.2 The Franchisor may grant extensions of time and other indulgences, take and give up securities, accept compromises, grant releases and discharges and otherwise deal with the Franchisee, Franchisees of the Franchisee, guarantors, sureties and others and with the Collateral and other securities as the Franchisor may see fit without prejudice to the liability of the Franchisee or the Franchisor's right to hold and realize the security granted by this Agreement.

Transfer of Agreement

11.3 Upon the Franchisee's transfer of the Franchise Agreement as contemplated by the Franchise Agreement, this Agreement, at the discretion of the Franchisor, will transfer to the transferee Franchisee and the transferee Franchisee will become Franchisee under this Agreement.

Liability of Franchisee's Principals

11.4 If the Franchisee is a general partnership or corporation, all general partners or all shareholders of the corporation, as the case may be, are liable jointly and severally under this Agreement.

Continuing Agreement

11.5 Each of the agreements, covenants and warranties set out in this Agreement on the part of the Franchisee will be considered and interpreted to be on a continuing basis and will survive the execution and delivery of this Agreement.

Amendment

11.6 This Agreement may not be amended, modified or terminated except in a writing executed by all of the parties. No wavier of any provisions or consent under this Agreement will be effective unless executed in writing by the waiving or consenting party.

Further Assurances

11.7 The Franchisee will from time to time immediately on the Franchisor's request sign and deliver all such financing statements, further assignments and documents required by the Franchisor of or with respect to the Collateral or any part of the Collateral or as may be required to give effect to this Agreement and the Franchisee constitutes and appoints an officer of the Franchisor the true and lawful attorney of the Franchisee irrevocably with full power of substitution to sign and deliver all such statements, assignments and documents with the right to use the name of the Franchisee whenever and wherever it may be considered necessary.

Governing Law

11.8 This Agreement will be interpreted in accordance with and governed by the laws of the state in which the Premises are located.

Acknowledgment of Franchisee

11.9 The Franchisee hereby acknowledges receipt of a copy of this security agreement.

This Agreement has been signed, sealed and delivered by the parties on the day of , 20__.

******franchisee******

Per: ______________________________
Name:
Title:
I have authority to bind the Corporation

______________________________ ______________________________
Witness ******guarantor******

SCHEDULE "D"

PERSONAL GUARANTEE AND POSTPONEMENT

Representation

1. I/We represent and warrant that I am/we are all of the shareholders, partners, holders of any beneficial interest, officers, or directors of ________________________________ (the "Franchisee").

Inducement

2. To induce Copper Branch Franchising, LLC (the "Franchisor") to enter into the franchise agreement (the "Franchise Agreement") to which this personal guarantee forms a schedule, I/we have executed this guarantee and agree to be jointly, severally and unconditionally bound by all of its provisions, and individually guarantee the performance by the Franchisee of all its obligations under the Franchise Agreement.

Application of Franchise Agreement

3. I/We further agree that I am/we are personally subject to all of the covenants, conditions and obligations contained in the Franchise Agreement.

Waiver of Notice

4. I/We waive demand, notice of dishonour, non-payment and all other notices whatsoever and agree to pay all expenses incurred by the Franchisor in attempting to enforce this guarantee and the Franchise Agreement against both the Franchisee and me/us, including reasonable legal expenses.

No Requirement to Exhaust Recourse

5. I/We agree that the Franchisor will not be required to exhaust its recourse against the Franchisee or others or resort to or marshal any security it may hold before being entitled to payment from me/us.

Extensions, etc.

6. The Franchisor may grant extensions of time and other indulgences, take or give up securities, accept compositions, grant releases and discharges and otherwise deal with the Franchisee and others as it sees fit without prejudice to my/our liability under this guarantee.

Primary Obligation

7. My/Our obligations under this guarantee are and will be absolute and unconditional. If any monies or amounts expressed to be owing or payable by me/us are not recoverable from me/us on the basis of a guarantee, then such monies or amounts will be recoverable from me/us in the same manner and to the same extent as if I was/we were primary obligor(s) and principal debtor(s) in respect of such monies or amounts, and as if I was/we were original signatory(ies) to the Franchise Agreement.

Postponement

8. Without in any way diminishing my/our liability under this guarantee, all debts and liabilities, present or future, owed by the Franchisee to me/us are assigned and transferred to the Franchisor and postponed to the payment in full of all indebtedness and liabilities (present and future, contingent or otherwise) of the Franchisee to the Franchisor. All moneys received by me/us or my/our legal representatives or assigns from the Franchisee will be paid over to the Franchisor for so long as there is any indebtedness outstanding from the Franchisee to the Franchisor. This assignment and postponement is independent of and severable from this guarantee and will remain in full effect whether or not I/we am/are liable for any amount under this guarantee.

Date of Execution

9. This personal guarantee is signed, sealed and delivered by me or each of us on the ____ day of ______________, 20__.

SIGNED, SEALED AND DELIVERED
in the presence of

_______________________	_______________________
Witness	Name of Guarantor
_______________________	_______________________
Witness	Name of Guarantor

SCHEDULE "E"

AUTHORIZATION TO HONOR ELECTRONIC FUNDS TRANSFERS

PAYEE	BANK NAME	ACCOUNT NO.
Copper Branch Franchising, LLC	______________________________	______________________________

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, drafts, orders and electronic debits (collectively "debits") drawn on such account which are payable to the above-named Payee. It is agreed that the Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, the Depository will be under no liability whatsoever. This authorization will continue in force until the Depository and the Payee have received at least thirty (30) days written notification from the Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify the Payee and the Depository for any loss arising in the event that any such debit will be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend, at the Depositor's own cost and expense, any action which might be brought by any persons or Entities because of any actions taken by the Depository or the Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or the Payee's participation therein.

Name of Depository (Franchisee's Bank): ____

Bank Address: ____
Address, City, State, Zip Code

Bank Telephone Number: ______________________ Bank Fax Number: ______________________

Account No.: ______________________ Routing No.:______________________

(Please attach one voided check for the above account.)

Name of the Franchisee/Depositor as Listed on Account: ______________________________

The Franchisee's Restaurant Address: ______________________________
Address, City, State, Zip Code

The Franchisee's Telephone Number: ______________________________

By ______________________________ ______________________________
Franchisee's Authorized Representative Title

_____, 20___

~~GP:4820-4408-0986 v4~~

EXHIBIT C

MULTI-UNIT AGREEMENT

EXHIBIT C
COPPER BRANCH
MULTI-UNIT AGREEMENT

This Multi-Unit Agreement (the "Agreement") is made on the ___ day of _________, 20___ (the "Effective Date") between Copper Branch Franchising, LLC, ("we," "us," or "our"), and *****, an *** corporation ("you" or "your").

1. **Background**. We and our associates have developed a method of developing and operating quick-service restaurants specializing in plant based healthy cuisine which is prepared according to our specified recipes and procedures and use high quality ingredients, including our specially formulated and produced proprietary ingredients, and which are primarily identified by the Marks (defined below) and use the System (as defined in the franchise agreement attached hereto as Exhibit "B" (the "Franchise Agreement")) (collectively, "Copper Branch Restaurants"). We and our associates have developed and we use, promote and sub-licence certain trademarks, service marks and other commercial symbols in operating Copper Branch Restaurants, including "Copper Branch," and we may periodically create, use and licence or sub-licence other trademarks, service marks and commercial symbols for use in operating Copper Branch Restaurants, all of which we may modify from time to time (collectively, the "Marks").

   We and you are signing this Agreement because you want the right to develop multiple Copper Branch Restaurants, and we are willing to grant you those development rights based on all of your representations, warranties and acknowledgements contained in the Franchise Agreement and in this Agreement. Following or simultaneously with signing this Agreement, we and you, or your Associated Entity (defined below), are signing a Franchise Agreement under which you will operate your first Copper Branch Restaurant, dated and for the location address as provided in Exhibit "A." All capitalized terms used but not defined in this Agreement shall have the meanings in the Franchise Agreement. "Associated Entity" means any corporation or other entity of which you or one or more of your owners owns more than fifty percent (50%) of the total authorized ownership interests, as long as you or such owner(s) have the right to control the entity's management and policies.

2. **Grant of Development Rights**. Subject to your strict compliance with this Agreement, we grant you and/or any of your approved Associated Entities the right to sign Franchise Agreement(s) (defined in Section 4) to develop and operate the number of new Copper Branch Restaurants as stated in Exhibit "A" (the "Development Obligation). You may develop or operate Copper Branch Restaurants at any location within the state or states for which you have been disclosed, as set forth in Exhibit "A," but not within any areas where we have granted an exclusive territory to another developer before or after the signing of this agreement. This Agreement does not impose any restrictions on our (or our associates') activities within the states you have been disclosed to operate a Copper Branch Restaurant

during this Agreement's term, and we and our associates have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever, whether within or outside these states, including those rights which we reserve in the Franchise Agreement.

3. **Franchise Agreements**. You (or your Associated Entities) will operate each Copper Branch Restaurant under the form of franchise agreement and any ancillary documents that we then customarily use in granting Copper Branch Restaurant franchises, but shall not contain terms more financially onerous on you than are contained in our current form of Franchise Agreement, as attached hereto at Exhibit "B".

4. **No Subfranchising or Rights to Marks**. This Agreement does not give you any right to franchise or subfranchise others to operate Copper Branch Restaurants. Only you (and/or your Associated Entities) may develop, open, and operate Copper Branch Restaurants contemplated by this Agreement and only pursuant to signed Franchise Agreements. Although you may reference your rights and obligations under this Agreement in discussions with landlords, employees, and others with whom you may deal in connection with Copper Branch Restaurants, this Agreement does not grant you any rights to use, or authorize others to use, the Marks in any manner. Your right to use the Marks arises only under the Franchise Agreement. We or our associates own all rights to the Marks, and your use of the Marks in any way, other than pursuant to a signed Franchise Agreement, is an infringement of our (and our associates') rights and a breach of this Agreement.

5. **Multi-Unit Agreement Fee; Payment Terms**. In consideration of the development rights granted herein, Developer shall pay to Franchisor a Multi-Unit Agreement Fee as in the sum of $__________ plus applicable taxes. The amount of the Multi-Unit Agreement Fee will be based on the number of Restaurants you agree to develop, as set forth in the following table:

Number of Restaurants to be Opened	Total Multi-Unit Agreement Fee Payable
3	$111,000
4	$144,000
5	$175,000
6	$204,000
7	$231,000
8	$256,000
9	$279,000
10	$300,000

You will pay the Multi-Unit Agreement Fee to us as follows:

(a) $__________, representing $40,000 for your first Franchise Agreement, plus one-half of the remainder of the Multi-Unit Agreement Fee, must be paid upon execution of this Agreement.

(b) $__________, representing the remaining balance of the Multi-Unit Agreement Fee divided by the remaining number of Restaurants to be developed, must be paid upon execution of each of the remaining Franchise Agreements.

The initial Multi-Unit Agreement Fee payment shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

6. **Grant of Franchises and Site Acceptance**. You must submit to us a separate application for each Copper Branch Restaurant that you or your Associated Entities wish to develop. You agree to give us all information and materials we request to assess each proposed site and your (or your Associated Entity's) financial and operational ability to develop and operate each proposed Copper Branch Restaurant. We will assist you with your site selection activities in accordance with the terms of the Franchise Agreement, and you must comply with all Franchise Agreement requirements for site evaluation and selection including obtaining a comprehensive area and site specific analysis provided by Altus Group or another provider we have approved. In granting you the development rights under this Agreement, we are relying on your due diligence regarding the real estate opportunities available to you in connection with your determining which approved location(s) to proceed with.

We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighbourhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. Despite any assistance, information or recommendations that we provided or will provide (whether before or after the Effective Date) with respect to the site or our acceptance of the site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of the site for a Copper Branch Restaurant or any other purpose. Our recommendation or acceptance indicates only that we believe that the site meets or has the potential to meet, or that we have waived, the general criteria of site acceptability that we have established as of that time. Your acceptance of the rights under this Agreement is based on your own independent investigation of, or agreement in the future to investigate, the site's suitability.

We agree to use reasonable efforts to review and accept (or not accept) sites you propose within thirty (30) business days after we receive all requested information and materials. If we accept the proposed site, you agree to sign a separate Franchise Agreement (and related documents) for that Copper Branch Restaurant within the time period we specify, and to pay us the applicable amount of the Multi-Unit Agreement Fee as set forth in Section 5(b) of this Agreement. If you fail to do so, or cannot obtain lawful possession of the proposed site within two (2) months after we accept the proposed site, we may withdraw our acceptance of the proposed site. After you (or your Associated Entity) sign the Franchise Agreement (and related documents), its terms and conditions will control the development and operation of the Copper Branch Restaurant.

7. **Developer Principal**. You also acknowledge our current requirement that one individual whom we approve as the Developer Principal (defined below) must oversee and control the operations of all Copper Branch Restaurants. We believe these requirements are important in order to (among other reasons) establish continuity and cooperation among Copper Branch Restaurants in the market and protect the Copper Branch brand. The "Developer Principal" is an individual whom we approve and who must at all times during the term of this Agreement: (a) devote sufficient time and attention to the operation of, and to promote and enhance, the Copper Branch Restaurants and the Copper Branch brand and (b) be your (and your Associated Entities') principal executive officer and otherwise direct and control your and your Associated Entities' day-to-day operations. The Developer Principal's name as of the Effective Date is listed on Exhibit "A". Without limiting our rights and your (and your Associated Entities') obligations under this Agreement or any Franchise Agreement, if Developer Principal fails to meet the conditions in this Section 8 at any time during the term of this Agreement, then you must within thirty (30) days thereafter engage a Developer Principal whom we approve and who satisfies the conditions in this Section 7.

   When you have five Restaurants open and operating, you shall be required to retain the services of a marketing manager, an operating manager and a human resources professional.

8. **Default and Termination**. This Agreement's term begins on the Effective Date and ends on the date upon which the Franchise Agreement for the last Copper Branch Restaurant under the Development Obligation has been signed, unless sooner terminated as provided herein. To maintain your rights under this Agreement, you (and/or your Associated Entities) must sign Franchise Agreements in accordance with the development obligations attached hereto at Exhibit A. If you fail to do so we will have the right to terminate this Agreement.

9. **Transfer**. We may assign this Agreement or any of our ownership interest without restriction. You and your owners acknowledge that we are granting you the rights under this Agreement because of our perception of your (and your owners') individual and collective

character, skill, business acumen, financial capability and proven ability to operate Copper Branch Restaurants according to our standards. These rights are personal to you and your owners. Therefore, you and your owners may not assign this Agreement or any of your ownership interests (whether directly or indirectly) without our prior written approval which will not be unreasonably denied.

Each unit Franchise Agreement may be assigned by you pursuant to the assignment conditions and provisions as found in the Franchise Agreement.

10. **General Provisions**. The provisions of Section 18 of the Franchise Agreement are hereby incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the _____ day of ________________, 20___.

SIGNED, SEALED AND DELIVERED
in the presence of

Copper Branch Franchising, LLC

Per: ______________________________
Onofrio Infantino, President
I have authority to bind the corporation

***

Witness: _________________________
____

Per:

***
I have authority to bind the corporation

EXHIBIT A
TO THE MULTI-UNIT AGREEMENT

THE DEVELOPMENT OBLIGATION:

- Number of new Copper Branch Restaurants: ***

- Development Schedule: A minimum of ___ Restaurants per year

- Non-exclusive area or states in which the Restaurants must be located: ***

DEVELOPER PRINCIPAL:

- The Developer Principal is: ***

EXHIBIT B
TO THE MULTI-UNIT AGREEMENT

FRANCHISE AGREEMENT

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D
COPPER BRANCH
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (the "Agreement") is made on ______________________, 201__ (the "Effective Date") between Copper Branch Franchising, LLC, a corporation located at 1111 Dr. Frederik Philips, St. Laurent, Quebec H4M 2X6 ("we," "us," or "our"), and __________________, a ____________________________, whose principal business address is ___________________ ("you" or "your").

1. **Background**. We and our associates have developed a method of developing and operating quick-service restaurants specializing in ~~vegan~~plant based healthy cuisine which is prepared according to our specified recipes and procedures and use high quality ingredients, including our specially formulated and produced proprietary ingredients, and which are primarily identified by the Marks (defined below) and use the System (as defined in the Current Franchise Agreement (defined below) (collectively, "Copper Branch Restaurants"). We and our associates have developed and we use, promote and sub-licence certain trademarks, service marks and other commercial symbols in operating Copper Branch Restaurants, including "Copper Branch," and we may periodically create, use and licence or sub-licence other trademarks, service marks and commercial symbols for use in operating Copper Branch Restaurants, all of which we may modify from time to time (collectively, the "Marks").

   We and you are signing this Agreement because you want the right to develop multiple Copper Branch Restaurants within a certain geographic area, and we are willing to grant you those development rights based on all of your representations, warranties and acknowledgements contained in the Current Franchise Agreement and in this Agreement. Prior to or simultaneously with signing this Agreement, we and you, or your Associated Entity (defined below), are signing a franchise agreement under which you will operate a Copper Branch Restaurant, dated and for the location address as provided in Exhibit "A" (the "Current Franchise Agreement"). All capitalized terms used but not defined in this Agreement shall have the meanings in the Current Franchise Agreement. "Associated Entity" means any corporation or other entity of which you or one or more of your owners owns more than fifty percent (50%) of the total authorized ownership interests, as long as you or such owner(s) have the right to control the entity's management and policies.

2. **Grant of Development Rights**. Subject to your strict compliance with this Agreement, we grant you and/or any of your approved Associated Entities the right to sign Franchise Agreement(s) (defined in Section 4) to develop and operate the number of new Copper Branch Restaurants as stated in Exhibit "A" (the "Development Obligation), in addition to the Copper Branch Restaurant that the Current Franchise Agreement covers, within the geographic area (the "Area") as provided on Exhibit A.

3. **No Copper Branch Restaurants in Area**. If you are complying with this Agreement, and you and your Associated Entities are fully complying with all of your and their obligations under the Current Franchise Agreement and all other franchise agreements then in effect between us and you (and your Associated Entities), neither we nor our associates will operate, or authorize any other party to operate, a Copper Branch Restaurant the physical premises of which are located within the Area during this Agreement's term, except for (a) Copper Branch Restaurants that already exist in the Area and (b) Copper Branch Restaurants at Non-Traditional Locations. "Non-Traditional Locations" means any

location to which the general public does not have unlimited access. Examples of Non-Traditional Locations include mobile outlets (such as food trucks), grocery stores, concert venues, casinos, convention centres, airports, resorts, amusement parks, sports stadiums, fairs, expositions, college and university buildings, military bases, and hospitals and other medical centres.

Except as described above, this Agreement does not impose any restrictions on our (and our associates') activities within the Area during this Agreement's term, and we and our associates have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever, whether within or outside the Area, including those which we reserve in the Current Franchise Agreement. After this Agreement expires or is terminated (regardless of the reason for termination), we and our associates have the right to operate, and authorize others to operate, Copper Branch Restaurants the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions whatsoever, subject only to your (and/or your Associated Entities) rights under existing Franchise Agreements with us.

4. **Franchise Agreements**. You (or your Associated Entities) will operate each Copper Branch Restaurant under the form of franchise agreement and any ancillary documents that we then customarily use in granting Copper Branch Restaurant franchises, any or all of the terms of which may differ substantially from the Current Franchise Agreement (collectively, the "Franchise Agreement"), except that, for each Franchise Agreement, the initial franchise fee shall be waived, and it shall not contain terms more financially onerous on you than are contained in our current form of Franchise Agreement, as attached hereto at Exhibit "B".

5. **No Subfranchising or Rights to Marks**. This Agreement does not give you any right to franchise or subfranchise others to operate Copper Branch Restaurants. Only you (and/or your Associated Entities) may develop, open, and operate Copper Branch Restaurants contemplated by this Agreement and only pursuant to signed Franchise Agreements. Although you may reference your rights and obligations under this Agreement in discussions with landlords, employees, and others with whom you may deal in connection with Copper Branch Restaurants, this Agreement does not grant you any rights to use, or authorize others to use, the Marks in any manner. Your right to use the Marks arises only under the Franchise Agreement. We or our associates own all rights to the Marks, and your use of the Marks in any way, other than pursuant to a signed Franchise Agreement, is an infringement of our (and our associates') rights and a breach of this Agreement.

6. **Development Fee**. In consideration of the development rights granted herein, Developer shall pay to Franchisor upon execution of this Agreement a non-refundable Development Fee as stated on Exhibit "A" (the "Development Fee") which shall be based on the total number of Copper Branch Restaurants in the Development Obligation, as set forth in the table:

Number of Restaurants to be Opened	Development Fee
3	$111,000
4	$144,000
5	$175,000
6	$204,000

Number of Restaurants to be Opened	Development Fee
7	$231,000
8	$256,000
9	$279,000
10	$300,000

The Development Fee shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

Developer shall pay to Franchisor an initial franchise fee upon execution of each Franchise Agreement as follows. The Franchisor shall credit from the Development Fee an amount equal to the initial franchise fee for each Franchise Agreement executed by Developer:

7. **Grant of Franchises and Site Acceptance**. You must submit to us a separate application for each Copper Branch Restaurant that you or your Associated Entities wish to develop within the Area. You agree to give us all information and materials we request to assess each proposed site and your (or your Associated Entity's) financial and operational ability to develop and operate each proposed Copper Branch Restaurant. We will not conduct site selection activities for you. You must comply with all Franchise Agreement requirements for site evaluation and selection including obtaining a comprehensive area and site specific analysis provided by Altus Group or another provider we have approved. In granting you the development rights under this Agreement, we are relying on your knowledge of the real estate market in the Area and your ability to locate and assess sites.

   We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighbourhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics. In determining whether to accept or reject a proposed site, we also may consider the site's proximity both to the Area's boundaries and to other existing or potential sites for Copper Branch Restaurants located outside the Area. Despite any assistance, information or recommendations that we provided or will provide (whether before or after the Effective Date) with respect to the Site or our acceptance of the Site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of the Site for a Copper Branch Restaurant or any other purpose. Our recommendation or acceptance indicates only that we believe that the Site meets or has the potential to meet, or that we have waived, the general criteria of Site acceptability that we have established as of that time. Applying criteria that have appeared effective for other sites might not accurately reflect the potential for all sites, and, after we recommend or accept a Site, demographic and/or other factors included in or excluded from our site criteria could change, thereby altering a site's potential. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if the Site fails to meet our or your expectations. Your acceptance of the rights under this Agreement is based on your own independent investigation of, or agreement in the future to investigate, the Site's suitability.

   We agree to use reasonable efforts to review and accept (or not accept) sites you propose within thirty (30) business days after we receive all requested information and materials. If we accept the proposed site, you agree to sign a separate Franchise Agreement (and related documents) for that Copper Branch

Restaurant within the time period we specify and to pay us the initial franchise fee due. If you fail to do so, or cannot obtain lawful possession of the proposed site within two (2) months after we accept the proposed site, we may withdraw our acceptance of the proposed site. After you (or your Associated Entity) sign the Franchise Agreement (and related documents), its terms and conditions will control the development and operation of the Copper Branch Restaurant.

In addition to our rights with respect to proposed Copper Branch Restaurant sites, we may delay your development of additional Copper Branch Restaurants within the Area for the time period we deem best if we believe, when you submit your application, that you or your Associated Entities are not yet operationally or otherwise prepared, due to the particular amount of time that has elapsed since you developed and opened your most recent Copper Branch Restaurant, to develop, open, and/or operate the additional Copper Branch Restaurants in full compliance with the Franchise Agreement. We may delay additional development for the time period we deem best.

8. **Developer Principal**. You also acknowledge our current requirement that one individual whom we approve as the Developer Principal (defined below) must oversee and control the operations of all Copper Branch Restaurants in the Area. We believe these requirements are important in order to (among other reasons) establish continuity and cooperation among Copper Branch Restaurants in the market and protect the Copper Branch brand. The "Developer Principal" is an individual whom we approve and who must at all times during the term of this Agreement: (a) devote sufficient time and attention to the operation of, and to promote and enhance, the Copper Branch Restaurants in the Area and the Copper Branch brand and (b) be your (and your Associated Entities') principal executive officer and otherwise direct and control your and your Associated Entities' day-to-day operations. The Developer Principal's name as of the Effective Date is listed on Exhibit "A". Without limiting our rights and your (and your Associated Entities') obligations under this Agreement or any Franchise Agreement, if Developer Principal fails to meet the conditions in this Section 8 at any time during the term of this Agreement, then you must within thirty (30) days thereafter engage a Developer Principal whom we approve and who satisfies the conditions in this Section 8.

When you have five Restaurants open and operating, you shall be required to retain the services of a marketing manager, an operating manager and a human resources professional.

9. **Default and Termination**. This Agreement's term begins on the Effective Date and ends on the date upon which the Franchise Agreement for the last Copper Branch Restaurant under the Development Obligation has been signed, unless sooner terminated as provided herein.

   To maintain your rights under this Agreement, you (and/or your Associated Entities) must sign Franchise Agreements in accordance with the development obligations attached hereto at Exhibit A. If you fail to do so, we may, at our sole discretion, eliminate the exclusivity of the Area.

10. **Transfer**. We may assign this Agreement or any of our ownership interest without restriction. You and your owners acknowledge that we are granting you the rights under this Agreement because of our perception of your (and your owners') individual and collective character, skill, business acumen, financial capability and proven ability to operate Copper Branch Restaurants according to our standards. These rights are personal to you and your owners. Therefore, you and your owners may not

assign this Agreement or any of your ownership interests (whether directly or indirectly) without our prior written approval, which we may grant or withhold for any or no reason.

You acknowledge our current requirement that developers (directly or through associated entities) must continue to own and operate all of the Copper Branch Restaurants located in their development area throughout the entire terms of their franchise agreements. We believe these requirements are important in order to (among other reasons) establish continuity and cooperation among the Copper Branch Restaurants in the market and protect the Copper Branch brand. A developer currently may not decide to own and operate (directly or through associated entities) less than all of the Copper Branch Restaurants located in its development area throughout the entire terms of their franchise agreements. Therefore, you and your Owners agree that if you, any of your owners, or any Associated Entity seeks to enter into any transfer that would (if consummated) require our approval pursuant to this Section 10 or the applicable Franchise Agreement, regardless of the form of transaction, then we may condition our approval of that transfer (in addition to any other conditions set forth in this Agreement or the applicable Franchise Agreement) on the simultaneous transfer to that transferee of other rights, interests, obligations, assets, and/or ownership interests such that, following such transfer, you (or your successor in interest) own and operate (directly or through your Associated Entities) all of the Copper Branch Restaurants in the Area.

11. **General Provisions**. The provisions of Section 18 of the Franchise Agreement are hereby incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the _____ day of _____________, 201__.

SIGNED, SEALED AND DELIVERED
in the presence of

Copper Branch Franchising, LLC

Per: ______________________________
Onofrio Infantino, President
I have authority to bind the corporation

******developer******

Per: ______________________________
Name:
Title:
I have authority to bind the corporation

EXHIBIT A
TO THE AREA DEVELOPMENT AGREEMENT

CURRENT FRANCHISE AGREEMENT:

- Location of Restaurant:

- Date of Franchise Agreement:

THE DEVELOPMENT OBLIGATION:

- Number of new Copper Branch Restaurants:

- Development Schedule: A minimum of two Restaurants per year

THE AREA:

- The Area is:

DEVELOPER PRINCIPAL:

- The Developer Principal is:

EXHIBIT E

LIST OF STATE ADMINISTRATORS; AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Business Oversight California Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	Office of the New York State Attorney General Investor Protection Bureau, Franchise Section	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities ~~201 W. Washington Ave., Suite 300~~ 4822 Madison Yards Way, North Tower Madison, WI ~~53703~~53705

EXHIBIT F

COPPER BRANCH® RESTAURANT LIST

EXHIBIT F

COPPER BRANCH® RESTAURANT LIST

Franchised Restaurants USA

Florida:

1. Copper Branch – Fort Lauderdale (1)
   1515 S.E. 17th Street Causeway
   Fort Lauderdale, FL. 33308
   Walid Smeedy
   bsmeedy@icloud.com

2. Copper Branch – Portland Maine
   0 Canal, Portland, Maine
   Melissa and Chris Hooper
   chrhpr@gmail.com

   Opening Fall 2019

Corporate Restaurants USA

New York

1. Copper Branch – Bleecker (USA)
   195 Bleecker Street, NY, NY

   Opening Summer 2019

Affiliate-Owned Corporate Restaurants Canada:

1. Copper Branch – René-Lévesque W
   444 René-Lévesque W.
   Montreal QC
   H2Z 1Z6
   514.419.4407

2. Copper Branch – Brunswick
   301 boul. Brunswick
   Pointe-Claire QC
   H9R 4Y2
   514.693.3737

3. Copper Branch - Séville
   2183 Ste-Catherine W.
   Montreal QC
   H3H 1M9
   4383827600

4. Copper Branch – Bishop
   1251 Bishop Street
   Montreal, Quebec
   514.303.1800

Franchised Restaurants (Ontario):

1. Copper Branch – Brooklin
   Ms. Trish Paterson
   66 Baldwin Street Victoria Place, Unit #1
   Brooklin, Ontario L1M 1A3
   trish.paterson03@gmail.com
   905.425.1066

2. Copper Branch – Commerce Court
   Mr. Dave Donaldson
   Commerce Court
   199 Bay Street, Toronto, Ontario M5L 1E2
   commercecourt@copperbranch.ca
   416.792.2982

3. Copper Branch - Waterloo
   Mr. Dong Sheng Wang
   80 King Street South
   Waterloo, Ontario N2L 1P5
   waterloo@copperbranch.ca
   519.208.5885

4. Copper Branch – Barrie
   Amanda Mashinter
   Barrie, 307 Cundles Rd
   307 Cundles Road East
   Barrie Ontario L4M 0G9
   amanda.mashinter@copperbranch.ca
   705.726.2324

5. Copper Branch - Peterborough
   Michael Carcone
   1040 Lansdowne Street West, Peterborough, ON K9J 5X9
   pcarcone@copperbranch.ca
   705.742.2916

6. Copper Branch – Kingston
   Mike-Kramer
   268 Princess St, Kingston, ON K7L 1B5
   mike.kramer@investorsgroup.com
   kingston.copperbranch@gmail.com
   613.546.8398

7. Copper Branch - Newmarket
   Amanda and Brandon Mashinter
   18265 Yonge St, East Gwillimbury, ON L9N 0J1
   amanda.mashinter@copperbranch.ca
   905.235.4110

8. Copper Branch – Markham
Jack-Art
180 Enterprise Boulevard, Markham, ON L6G 1B3
jack@dasartco.com; markham@copperbranch.ca
905.604.7767

9. Copper Branch- Constitution Square
Alex-Alexopoulos-&-Daniel-Mikolajczyk
350 Albert St, Ottawa, ON K1R 1A4
alex@cartamagica.com, Daniel@konsult.expert
613.421.4412

10. Copper Branch – Bowmanville
Trish-Paterson
2377 Durham Regional Hwy 2, Bowmanville, ON L1C 5A
trishpaterson03@gmail.com
905.425.1066 – Brooklyn store number

11. Copper Branch - Oakville
Maninder Singh
246 Hays Boulevard, Oakville, ON L6H 6M4
bhinder_m@outlook.com

Opening Fall 2019

12. Copper Branch - Mavis
Michael Tsang
6055 Mavis Rd, Unit B, Heartland Town Centre, Mississauga, ON L5R 4G6
michael_tsang611@hotmail.com
905.568.3426

13. Copper Branch - Thornhill
Fenil Patel
10 Disera Dr. (at Bathurst and Centre)
fpatel@sampcorporation.com
905.709.0404

14. Copper Branch – Strandherd Crossing
Billie Jean Benisty
Strandherd Crossing Shopping Centre
Barrhaven, Ontario
Billie.benisty@gmail.com
613.440.8044

15. Copper Branch - Yonge Sheppard Center
George Chiang
4841 Yonge St Toronto, Ontario M2N 5X2
georgechiang88@gmail.com
647.547.6999

16. Copper Branch - Lime Ridge Mall
Mike Dass
999 Upper Wentworth Street Hamilton, Ontario L9A 4X5
micahdass@yahoo.com
905.387.6363

17. Copper Branch – London, Ontario
John Schmidt
660 Richmond Street London, Ontario N6A 3G8
jonathanmschmidt@hotmail.com
519.204.5111

18. Copper Branch - Bathhurst & College St.
Mike Dass
Bathurst St & College St Toronto, ON
michadass@yahoo.com
647.977.8750

19. Copper Branch - Bramalea City Centre
Mike Dass
25 Peel Centre Dr.
Brampton, ON L6T 3R5
micahdass@yahoo.com
905.791.6464

20. Copper Branch – Argentia
3055 Argentia Road
Mississauga, Ontario, L5N 8E1

Opening Fall 2019

<u>Franchised Restaurants (Quebec):</u>

1. Copper Branch - Robert Bourassa
Dorothee Leprince
600 boul. de Maisonneuve West (KPMG Tower)
Montreal QC H3A 3J2
dorotheeleprincesimard@gmail.com
438.385.6262

2. Copper Branch – Laurier
Denis Larue and Natalie Menard
Laurier Mall
2700 Boulevard Laurier
Ville de Québec, QC G1V 2L8
denislqc@gmail.com
418.948.0194

3. Copper Branch - Westmount
Christine Harries and Lorenzo Dell Foresta
5003 Sherbrooke Street West
Westmount, Quebec H3Z 1H5
ldellaforesta@me.com
514.379.4616

4. Copper Branch – Dollard Des Ormeaux
Nabil Abuthuraia
Centennial Plaza, 3343 Sources Blvd. D.D.O, Qc H9B 1Z8
Emcnaab11@gmail.com
514.421.6666

5. Copper Branch – Carrefour Laval
Minh Lam, Thavry Touch and Anthony Mazzei
3035 Boulevard le Carrefour
Laval, Quebec H7T 1C8
Anthonyv_8@hotmail.fr
450.682.1381

6. Copper Branch - DIX30
Micah Dass
8015 boul. du Quartier (DIX30), Brossard, QC
J4Y 0N5
Micahdass@yahoo.ca
450.445.2224

7. Copper Branch – Mont Royal
Jean-Nicolas Corman & Raffaele Papalia
251 Avenue du Mont-Royal E
Montréal, QC H2J 1Y4
jncorman@sympatico.ca
438.387-1515

8. Copper Branch – Lucerne Road
Micah Dass
2392 Lucerne Road
Mont Royal, Quebec H3R 2J8
Micahdass@yahoo.ca
514.731.3144

9. Copper Branch – Kirkland
Rick Bandura
3697 Boulevard Saint-Charles
Kirkland, Quebec H9H 4M2
rickbandura@gmail.com
514.697-8996

10. Copper Branch – Complexe Desjardins
Complexe Desjardins, 150 Sainte-Catherine Street West
Montreal, Qc H2Y 3Y2

fayzaamous@hotmail.com
514.864.2026

11. Copper Branch – Cote-des-Neiges
Noemie Martin
5520 Chemin de la Côte-des-Neiges
Montréal, QC H3T 1Y9
cotedesneiges.copperbranch@gmail.com
514.735.1515

12. Copper Branch – Place Bell
1950 Rue Claude-Gagné #304, Laval, Qc. H7N 5H9
Mohamed Lyazidi
Mohamedlyazidi.copperbranch@gmail.com
450.681.4145

13. Copper Branch – Candiac
Micah Dass
3 Boulevard de Sardaigne, Candiac, QC J5R 0A1
micahdass@yahoo.ca
450.984.1434

14. Copper Branch – Parc Avenue South
Majed Bakdach
3452 Park Ave, Montreal, QC H2X 2H5
bakdach.majed@gmail.com, copper3452parc@gmail.com
514.544.5664

15. Copper Branch – Rosemere
Joannie Simard
212 boul. Curé Labelle, Rosemère, QC J7A 2H4
lesalimentsjoannie@gmail.com
450.508.9800

16. Copper Branch - Galleries D'Anjou
Gilles Galliano
7999 Boulevard Les Galeries, Qc H1M 1W9
g.galliano@bellnet.ca
514.351.0007

17. Copper Branch – Parc Avenue North
Vasiliki (Vicki) Eliopoulos
5151 Parc Avenue, Montreal, Qc H2V 4G3
5151parc.copperbranch@gmail.com
514.495.7765

18. Copper Branch – Cote Vertu
Jean-Nicolas Corman & Raffaele Papalia
3834 Boulevard de la Côte-Vertu, Saint-Laurent, QC H4R 2X7
jncorman@sympatico.ca
514.832.0880

19. Copper Branch – Rimouski
Tommy Corbin and Véronique Desrosiers
2ieme Rue et de L'Avenue Léonidas, Ville de Rimouski, Quebec
Veronique_desrosiers@hotmail.com or corhaltom@hotmail.com
418.723.3230

20. Copper Branch – Boucherville
Micah Dass
20 Mortagne, Boucherville, Qc.
Micahdass@yahoo.ca

Opening Winter 2019

21. Copper Branch – Stanley
George and Matthew Viglas
1180 Stanley Street, Montreal Qc
gviglas@hotmail.com

Opening Fall 2019

22. Copper Branch – Vaudreuil
Christine Harries
3070 Boulevard de la Gare, Vaudreuil-Dorion, Qc J7V 0H1
charries.copperbranchcanada@gmail.com
450.424.5400

23. Copper Branch – Wellington
Dorothee Leprince
111 Robert Bourassa, Montreal Qc.
dorotheeleprincesimard@gmail.com
438.387.0872

24. Copper Branch – Saint Catherine Est
1320 Saint Catherine Est
sebastien.caron@sympatico.ca; delucam@outlook.com
514.379.6591

25. Copper Branch – Faubourg Challenger
Mario Boni and Phil Forlini
boisfranc@copperbranch.ca;
phil@unisafety.com; mboni@kloxtechnologies.com
2350 Wilfred Reid, Saint Laurent, Qc
514.956.9198

26. Copper Branch – Saint Denis, Montreal
Charles Dion
1732 Saint Catherine Street, Montreal, Qc
cdion514@gmail.com
514.543.7667

27. Copper Branch – Tour Fresk
380 Couronne, Quebec, Qc G1K 0G5
Denis Larue
denislqc@gmail.com
418.353.2946

29. Copper Branch – Lebourgneuf
5600 boulevard des Galleries, Lebougneuf, Québec
Marie Christine Saucier
mc_saucier@hotmail.com
418.622.2424

30. Copper Branch - MUHC
1001 Boulevard Decarie
Montreal, Quebec H4A 0A5
Gilles Galiano
g.galliano@bellnet.ca

opening Fall 2019

31. Copper Branch – La Moisson
Marche Saint Rue Sicard
Saint Therese, Quebec
Joannie Simard
lesalimentsjoannie@gmail.com
450.508.9800

Opening Fall 2019

32. Copper Branch – Notre Dame
2541 rue Notre Dame O.
Montreal, Quebec H3J 1N6
Matthew Alapi
Matthew.alapi@gmail.com
514.543.5469

33. Copper Branch – Queen Mary
5385 Queen Mary Rd
Montreal, QC H3X 1V1
Samer, Mazen and Amer Mazjoub
Samer Mazjoub@hotmail.com
514.868.6161

Franchise Restaurants (Alberta)

1. Copper Branch – Intact Place
   Mingyang Rong
   311 6 Avenue SW, Calgary, AB T2P5M5
   mingyang.rong@hotmail.com
   403.232.1178

2. Copper Branch – Melton Building
   Kjell Reid
   10310 Jasper Avenue
   Edmonton, Alberta T5J 2W4
   kreid44@alumni.uwo.ca
   587.524.5606

3. Copper Branch – Suncor
   111 5 Ave SW, Calgary, AB
   Xeniya and Ivan Danilov
   xeniya777@yahoo.ca
   587.480.8333

4. Copper Branch – South Edmonton Commons
   Edwin
   1978 99 St NW
   Edmonton, AB T6N 1N5
   edwin@aplusgp.ca
   780.465.3883

5. Copper Branch – Bankers Hall
   Indrani Punjabi and Bharti Sehgal
   315 – 8th Avenue S.W.
   Calgary, Alberta
   Junjun1406@yahoo.com
   bhsehgal@gmail.com
   403.453.3223

6. Copper Branch – Marquee on 16th
   Shivamkumar Rana and Nishant Patel
   201 - 16th Avenue NE, Calgary, Alberta
   shivamrana8055@gmail.com
   nishp07@gmail.com
   403.230.2499

Franchise Restaurants (British Columbia)

1. Copper Branch – Yale Town
   Tino Miron
   280 Nelson, Vancouver, BC
   tinomiron@me.com

   Opening Summer 2019

Franchise Restaurants (Atlantic Canada)

1. Copper Branch – Dieppe
   200 Champlain Street
   Dieppe, New Brunswick, E1A 1P1
   Rene Couture
   Renecouture30@gmail.com
   506.853.8552

Multi-Unit / Area Developers:

1. Christine Harries
   Lorenzo Della Foresta
   Quebec
   c.harries@copperbranchcanada@gmail.com
   ldellaforesta@me.com

2. Kjell Reid
   Edmonton, Alberta
   kreid44@alumni.uwo.ca

3. Tino Miron, Rene Fernandez-Sosa & Sabino Iturbe-Bocanegra
   British Columbia
   tinomiron@me.com

4 Amanda Mashinter,
   Barrie & New Market, Ontario
   amandamashinter@hotmail.com

5. George Chiang
   GTA, Ontario
   georgechiang88@gmail.com

6. Mingyang Rong,
   Calgary, Alberta
   mingyang.rong@hotmail.com

7. Denis Larue
   Quebec Est
   denislqc@gmail.com

8. Jean-Nicolas Corman & Raffaele Papalia
Province of Quebec
jncorman@sympatico.ca

9. Maninder Singh
Province of Ontario
bhinder_m@outlook.com

10. Michael Carcone
20 Taberet Cresent
Oshawa, Ontario L1L 0G5
pcarcone@copperbranch.ca

11. Trish Paterson
66 Baldwin Street
Victoria Place, Unit #1
Durham, Ontario L1M 0L6
trish.paterson@copperbranchdurham.com
905.425.1066 – Store Number

12. Micah Dass
Province of Quebec
micahdass@yahoo.ca

13. Billie Jean Benisty
Nepean, Ontario
billie.benisty@gmail.com

14. Elliot Howard
Mississauga, Ontario
elliott.k.c.howard@gmail.com

15. Fenil Patel
Vaughn, Ontario
fpatel@sampcorporation.com

17. Dorothee Leprince
Montreal, QC
dorotheeleprincesimard@gmail.com
438.385.6262 – Store Number

18. Micah Dass
Ontario
micahdass@yahoo.ca

19. Indrani Punjabi and Bharti Sehgal
Calgary, Alberta
Junjun1406@yahoo.com
bhsehgal@gmail.com

20. Rick Bandura & Eric Lavoie
Ontario
eric.lavoie19@sympatico.ca
rickbandura@gmail.com

21. Sergio Fortino
Vancouver, British Columbia
sergiofortino@gmail.com

22. Careva Inc.
Moncton, New Brunswick
Rene Couture
renecouture30@gmail.com

23. Compass Group Canada
1907 Oxford Street East
London, Ontario
Troy.martin@compass-canada.com

Multi-Unit / Area Developers:

No locations or franchisees have closed, been terminated, etc., in the Franchisor's previous fiscal year.

In the Franchisor's Canadian affiliate's previous fiscal year, one Multi-Unit Franchisee agreed to terminate the Multi Unit Agreement. No unit franchise agreement had yet been entered into thereunder. The Franchisee is:

9338-9997 Quebec Inc.
Mr. Vincent Blanchard
2245 rue Descartes
Sherbrooke, Quebec
J1J 3W3

In addition, Axaul Inc. left the system after signing a two store multi-unit deal and a single unit franchise agreement for Place Bell but opted out before ever signing a lease.

c/o Alex Imamedjian and Paul Imamedjian
4G-1210 Boulevard de Maisonneuve Ouest
Montréal, QC
H3A 0A2
paulimamedjian@gmail.com
alex.imamedjian@hotmail.com

The following franchisee sold her restaurant to the Franchisor's Canadian affiliate and is out of the system.

Shelly Shewtehal
2392 Lucerne Road
Mont Royal, Quebec
s.shewtahal@gmail.com

Copper Branch – Place Bell	Sophie Fontaine and Rick Bandura 1950 Rue Claude-Gagné #304 Laval, Qc. H7N 5H9 rickbandura@gmail.com 450.680.2220	Termination in December 2018. A new Franchisee will operate the location starting June 2019.
Copper Branch – Trainyards	Dimple Shah and Vijay Patel Ottawa Trainyards, Unit 5 ajitsappl@gmail.com	Cancelled - Left the system prior to construction in 2018.
Copper Branch – Alexis Nihon (owned corporate restaurant)	1500 Avenue Atwater (Alexis Nihon Plaza), Montreal QC H3Z 1X5 514.439.2252	Owned corporate restaurant closed by franchisor in June 2019

EXHIBIT G

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EXHIBIT H

STATE ADDENDUM

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

Item 3, Additional Disclosure:

Neither we nor any person described 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. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in the state where our principal place of business is located, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with 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.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).
>
> The Franchise Agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.
>
> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.
>
> The Franchise Agreement requires binding arbitration. The arbitration will occur in the state where our principal place of business is located, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with 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.
>
> The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
COPPER BRANCH FRANCHISING, LLC	______________________________
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________
Date: ______________________	Date: ______________________

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

State Cover Page and Item 5, Additional Disclosures: The following statements are added:

THE FRANCHISOR HAS A DEFICIT NET WORTH OF ~~$8,383~~($116,041) AS OF DECEMBER 31, ~~2017.~~2018. As a result, for each franchise sold in Hawaii, the State of Hawaii has required us to defer the receipt of initial franchise fees and other payments to us and our affiliates until we have met all of our pre-opening obligations and you have opened your franchise business.

Item 11, Additional Disclosures. The following statements are added to Item 11:

You will have an opportunity to review our operations manual before buying the franchise.

Item 17, Additional Disclosures. The following statements are added to Item 17.t:

Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

<u>HAWAII ADDENDUM TO FRANCHISE AGREEMENT</u>

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.
>
> Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ______________________________
By: _________________________	By: _________________________
Its: _________________________	Its: _________________________
Date:_________________________	Date:_________________________

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 5 and Item 7, Additional Disclosures:

> Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to the franchisor's financial condition.

Item 17, Additional Disclosures. The following statements are added to Item 17:

> Illinois law governs the Franchise Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside 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 rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Franchisee Acknowledgment / Compliance Certification:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to the franchisor's financial condition.
>
> Illinois law governs the Franchise Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside 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 rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ______________________________
By: ____________________________	By: ____________________________
Its: ____________________________	Its: ____________________________
Date: ___________________________	Date: ___________________________

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 5 and Item 7, Additional Disclosure:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Item 12, Additional Disclosures:

Termination of an area development agreement or multi-unit agreement will not be grounds for termination of your franchise agreements for operational Restaurants. However, your default under one franchise agreement will be a default under other franchise agreements we have entered into with you.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

Franchisee Acknowledgment / Compliance Certification:

The representations under this Franchise Acknowledgment/Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.
>
> 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.
>
> Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.
>
> Nothing in the Franchise Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ____________________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: ______________________________	Date: ______________________________

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of 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 Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 5 and Item 7, Additional Disclosures

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.
>
> With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.
>
> The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.
>
> Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.
>
> With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after

the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
COPPER BRANCH FRANCHISING, LLC	______________________________
By: ______________________	By: ______________________
Its: ______________________	Its: ______________________
Date: ______________________	Date: ______________________

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E 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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of 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.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document: (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 one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): 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 Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): 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.

The following is added to the Summary sections of Items 17(v) and 17(w): 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.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.
>
> Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.
>
> The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ____________________
By: ____________________	By: ____________________
Its: ____________________	Its: ____________________
Date: ____________________	Date: ____________________

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 5, Additional Disclosure:

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ________________________________
By: ____________________________	By: ____________________________
Its: ____________________________	Its: ____________________________
Date: ____________________________	Date: ____________________________

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

> 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 this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> 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 this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ________________________________
By: ____________________________	By: ____________________________
Its: ____________________________	Its: ____________________________
Date: ___________________________	Date: ___________________________

SOUTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the South Dakota Franchise Investment Act, S.D. Codified Laws §§37-5B-1 to 37-5B-53 applies, the terms of this Addendum apply.

Item 5, Additional Disclosure:

Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

SOUTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the South Dakota Franchise Investment Act, S.D. Codified Laws §§37-5B-53 – 37-5B-53 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

4. This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
______________________________	______________________________
By: ______________________________	By: ______________________________
Its:	Its:
Date: ______________________________	Date: ______________________________

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

"According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires franchisor to defer payment of the initial franchise fee and other initial payments owed by franchisee to franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **COPPER BRANCH FRANCHISING, LLC**	**FRANCHISEE:** ________________________
By: ________________________	By: ________________________
Its: ________________________	Its: ________________________
Date: ________________________	Date: ________________________

<u>WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT</u>

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

<u>Item 5 and 7, Additional Disclosure</u>:

Payment of all initial fees will be deferred until the franchisor provides all of its pre-opening obligations under the Franchise Agreement and the franchisee is open for business.

If the franchisee opens under the Area Development Agreement or the Multi-Unit Agreement, the initial fees will be paid proportionally with respect to each franchised business as the franchised businesses open.

<u>Item 17, Additional Disclosure</u>:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND MULTI-UNIT AGREEMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Payment of all initial fees will be deferred until the franchisor provides all of its pre-opening obligations under the Franchise Agreement and the franchisee is open for business.
>
> If the franchisee opens under the Area Development Agreement or the Multi-Unit Agreement, the initial fees will be paid proportionally with respect to each franchised business as the franchised businesses open.
>
> The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
>
> In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
>
> In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
>
> A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
>
> Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
>
> Payment of the initial franchise fee is deferred until such time as the franchisor completes its initial obligations and franchisee is open for business.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement (or Area Development or Multi-Unit Agreement).

3. Except as expressly modified by this Addendum, the Franchise Agreement (or Area Development or Multi-Unit Agreement), remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement (or Area Development or Multi-Unit Agreement). In the event of any conflict between this Addendum and the Franchise Agreement (or Area Development or Multi-Unit Agreement), the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: COPPER BRANCH FRANCHISING, LLC	FRANCHISEE: ______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: ______________________________	Date: ______________________________

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
COPPER BRANCH FRANCHISING, LLC	______________________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: ______________________________	Date: ______________________________

EXHIBIT I

DISCLOSURE ACKNOWLEDGMENT ADDENDUM

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT ADDENDUM

Applicant ____
(If corporation) State of Incorporation ________________________________
Address of Applicant ____
Location (Territory) Applied For _______________________________

1. I have received all appropriate disclosure documents for the State(s) of ________________ at least fourteen (14) calendar days, exclusive of the day I received them and the day I signed them, before signing the Franchise Agreement and/or payment of any monies.

2. I have signed and returned to Franchisor the acknowledgment of receipt for each disclosure document given me.

3. I have had an opportunity to read the Franchise Agreement thoroughly and understand all of Franchisor's covenants and obligations and my obligations as a franchisee of the Copper Branch® system. I understand that the Franchise Agreement contains all obligations of the parties and that Franchisor does not grant to me under the Franchise Agreement any right of first refusal.

4. I understand that this franchise business, as in all business ventures, involves risk and despite assistance and support programs, the success of my business will depend primarily upon me and my ability.

5. Except for fill in the blank provisions or for negotiated changes that I initiated, I received a copy of the revised Franchise Agreement or related agreement at least seven (7) calendar days before the date on which the Franchise Agreement or related agreement was signed.

6. I understand that Franchisor has a national marketing and promotional program which is not directed towards any specific franchise territory but is intended to benefit the entire Copper Branch® system. I further understand that amounts from the national marketing and promotional fund will be used, among other purposes, to offset in-house expenses incurred in providing marketing services, media planning and network marketing support, and providing market intelligence through analytics to the Copper Branch® system.

7. If I was referred to Franchisor by a franchise broker or referral source, the name of that franchise broker(s) or referral source(s) is ____.

8. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed in the disclosure document. If I believe that I have received any

such promises, guarantees, assurances or information, I agree to describe it below (otherwise write "None").

____
____
____
____
____

Applicants' Acknowledgment:

Name:__________________________ Name:________________________________
Date:___________________________ Date:_________________________________

EXHIBIT J

RECEIPTS

RECEIPT

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

If Copper Branch Franchising, LLC ("CB") offers you a franchise, CB must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, CB or its affiliate in connection with the proposed franchise sale. Iowa and New York require that CB gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that CB gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If CB does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit E.

Issuance Date: ~~January 30, 2018, as amended August 17, 2018.~~July 31, 2019.

The franchisor is Copper Branch Franchising, LLC, located at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9. Its telephone number is (514) 683-0875.

CB's franchise sellers involved in offering and selling the franchise on behalf of Copper Branch Franchising, LLC, 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9 ~~is~~are Mark Segall, (514) 887-~~2077~~2077, Jeff Itzcovitch, or ~~is~~as listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: ____.

CB authorizes the respective state agencies identified on Exhibit E to receive service of process for CB in the particular state.

I have received a disclosure document with an issuance date of ~~January 30, 2018, as amended August 17, 2018,~~July 31, 2019, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (and Exhibits)
C Multi-Unit Agreement
D Area Development Agreement
E. List of State Administrators/Agents for Service of Process
F. Franchisee List
G. Operations Manual Table of Contents
H. State Addendum
I. Disclosure Acknowledgment Addendum
J. Receipts

Date: ______________________
(Do not leave blank)

____
(Print Name of Prospective Franchisee (For Entity))

By:____
Its:____

Signature_____________________________________

____
(Print Name of Prospective Franchisee (For Individuals))

Signature_____________________________________

Copy for Franchisee

RECEIPT

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

If Copper Branch Franchising, LLC ("CB") offers you a franchise, CB must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, CB or its affiliate in connection with the proposed franchise sale. Iowa and New York require that CB gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that CB gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If CB does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit E.

Issuance Date: ~~January 30, 2018, as amended August 17, 2018.~~July 31, 2019.

The franchisor is Copper Branch Franchising, LLC, located at 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9. Its telephone number is (514) 683-0875.

CB's franchise sellers involved in offering and selling the franchise on behalf of Copper Branch Franchising, LLC, 1405 TransCanada Highway, Suite 410, Dorval, Quebec H9P 2V9 ~~is~~are Mark Segall, (514) 887-~~2077~~2077, Jeff Itzcovitch, or ~~is~~as listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: ____~~.~~____.

CB authorizes the respective state agencies identified on Exhibit E to receive service of process for CB in the particular state.

I have received a disclosure document with an issuance date of ~~January 30, 2018, as amended August 17, 2018,~~July 31, 2019, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement (and Exhibits)
C Multi-Unit Agreement
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E. List of State Administrators/Agents for Service of Process
F. Franchisee List
G. Operations Manual Table of Contents
H. State Addendum
I. Disclosure Acknowledgment Addendum
J. Receipts

Date: ______________________
(Do not leave blank)

____
(Print Name of Prospective Franchisee (For Entity))

By:____
Its:____

Signature______________________________________

____
(Print Name of Prospective Franchisee (For Individuals))

Signature_______________________________________

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this disclosure document or send to Mark Segall by email to franchising@copperbranch.ca.

Copy for Copper Branch Franchising, LLC