



FRANCHISE DISCLOSURE DOCUMENT

VRAJ FRANCHISOR, LLC

A New Jersey Limited Liability Company

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Jersey City, New Jersey 07306

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www.eggmania.com

The franchise is for the establishment and operation of a fast-casual restaurant operating under the name "Eggmania," which offers quality food with a focus on high-level Indian cuisine that is prepared fresh and cooked to order. These restaurants will operate using the franchisor's proprietary recipes, formulae, techniques, trade dress, trademarks and logos. Qualifying candidates may be offered the right to operate a food truck franchise serving a limited menu of pre-selected items under the name "Eggmania Xpress." Either type of outlet is referred to here as an "Eggmania franchise" or the "Franchised Business."

The total investment necessary to begin operation of one Eggmania restaurant franchise is between \$325,200 to \$425,300. This amount includes \$79,000 to \$98,000 that must be paid to us or our affiliate. The total investment necessary to begin operation of one Eggmania food truck franchise is between \$151,200 and \$211,700. This amount includes \$48,000 to \$52,000 that must be paid to us or our affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all of the accompanying exhibits and 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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different forms, contact Kunjan Patel at 14 Liberty Avenue, Jersey City, New Jersey 07306 or (732) 703-7070. You can also reach us by e-mail at franchisee@eggmania.com.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contracts carefully. Show your contracts 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: April 11, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information.

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchise outlets.
Will my business be the only Eggmania business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Eggmania franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in New Jersey. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in New Jersey than in your own state.
2. **Short Operating History.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.
3. **Financial Condition.** The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any).

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EXHIBIT A-1 Form of Restaurant Franchise Agreement and Exhibits

EXHIBIT A-2 Form of Food Truck Franchise Agreement and Exhibits

EXHIBIT B Financial Statements

EXHIBIT C Roster of Current and Former Franchisees

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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify language in this Franchise Disclosure Document (the "Disclosure Document"), we will refer to Vraj Franchisor, LLC as "we," "us," "our," or "Franchisor". "You" means the person or entity who buys the franchise from Franchisor. If the franchise is purchased by a corporation, limited liability company, partnership or other entity, then "you" may also mean the shareholders, members, partners or other owners of that entity.

The Franchisor, Its Parents, Predecessors and Affiliates

We are a New Jersey limited liability company that was formed on January 6, 2020. We offer for sale a specialized restaurant franchise for the establishment and operation of a fast-casual restaurant operating under the name "Eggmania," which offers quality food with a focus on high-level Indian cuisine that is prepared fresh and cooked to order (each, an "Eggmania restaurant" or the "Restaurant"). We also offer to qualified candidates a specialized food truck franchise with pre-selected Eggmania menu items under the name "Eggmania Xpress" (each, an "Eggmania food truck" or the "Food Truck"). Our principal place of business is 14 Liberty Avenue, Jersey City, New Jersey 07306. We do business under our corporate name and under the trade name EGGMANIA. If we have agents in your state for service of process, they are disclosed in Exhibit "F" to this Disclosure Document.

We commenced offering Eggmania franchises in February, 2020. We do not engage in any business other than the offer and sale of Eggmania restaurant and food truck franchises. We have never offered franchises in any other line of business.

Our Parents, Predecessors and Affiliates

We do not have any predecessors or parents.

We have two affiliated companies which operate Eggmania restaurants similar to the Eggmania restaurant which we will offer and sell herein (the "Affiliate-Owned Restaurants"). Neither we nor our affiliates have operated food trucks.

Our first affiliate, Anubhav Limited Liability Company ("Anubhav"), is a New Jersey limited liability company that was formed on February 4, 2012 and which shares our principal business address. Anubhav has operated an Eggmania restaurant, which is similar to the Eggmania restaurant which we will offer and sell herein, located at 14 Liberty Avenue, Jersey City, New Jersey 07306 since October 2012. Anubhav does not operate any Eggmania franchises and has never offered franchises in this line of business or in any other line of business.

Our second affiliate, Vraj Foods Edison, LLC ("Vraj Foods Edison") is a New Jersey limited liability company that was formed on July 6, 2015, and which shares our principal business address. Vraj Foods Edison has operated an Eggmania restaurant located at 1546 Oak Tree Road, Iselin, New Jersey, 08830 since November 2015, which is similar to the Eggmania restaurant which we will offer and sell herein. Vraj Foods Edison does not operate any Eggmania restaurant or food truck franchises and has never offered franchises in this line of business or in any other line of business.

We or our designated affiliate (currently Vraj Trading, LLC, a New Jersey limited liability company formed in July, 2021 which shares our principal business address) will sell you certain ingredients and supplies for your franchised business. Vraj Trading, LLC has not operated any Eggmania franchises and has never offered franchises in this line of business or any other line of business.

In our business judgment and discretion, we or our affiliate may choose to sublease your Approved Location for your Eggmania restaurant to you. If we do so, then we or an affiliate we designate (no specific affiliate has yet been designated) will lease the premises and sublet them to you.

We are party to a license agreement with our affiliate, Vraj Foods IP Holder, LLC (“Vraj IP”), a New Jersey limited liability company formed on October 29, 2015 and which shares our principal business address. Vraj IP is the holder of the Eggmania franchise system’s intellectual property. Vraj IP is owned by our principals and has not operated any Eggmania franchises and has never offered franchises in this line of business or any other line of business.

We have no other predecessors or affiliates that offer franchises in any line of business, or provide products or services to you on our behalf.

Description of Franchise

We franchise restaurants and food trucks operated under the name Eggmania (or, in the case of food trucks, Eggmania Xpress), which principally offer quality food prepared fresh and cooked to order, and with a focus on high level Indian cuisine featuring egg delicacies. Where permitted by us and applicable law, Eggmania restaurants also sell alcohol, including beer and wine. Eggmania restaurants and food trucks operate under the trade name and mark “Eggmania” (food trucks under the mark “Eggmania Xpress”) and the additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin identified in Item 13. These principal marks and all other marks which maybe designated by us in the future in writing for use with the System (defined below) are referred to in this Disclosure Document as the “Marks” or “Proprietary Marks”. The Proprietary Marks are owned by our Affiliate, which has licensed them to us so that we may sublicense them to our franchisees, as described in Item 13.

Typical Eggmania restaurants will occupy approximately 1,800 to 2,500 square feet and will seat approximately 40 to 60 customers. Your Restaurant may either be located in a free-standing building or in an in-line retail plaza space and requires ample parking, good visibility and availability of prominent signage. Typical Eggmania Xpress food trucks will operate in a 16 foot by 24 foot truck designed to our specifications, and in some cases may need access to a conventional kitchen in which to pre-cook certain food items to later be sold on the food truck. Your food truck location and its permitted operating area will be specified in your Franchise Agreement and will depend on local legal requirements as well as areas with good visibility. Further, the availability of pedestrian traffic is a consideration in choosing a suitable site for either type of outlet.

Eggmania restaurants and food trucks are established and operated under a comprehensive and unique system (the “**System**”). The System includes distinctive signage, interior and exterior design, décor and color scheme; special recipes and menu items, including proprietary products and ingredients; uniform standards, specifications, and procedures for operations; quality and

uniformity of products and services offered; inventory, management and financial control procedures (including point of sale and tracking systems); training and assistance; and advertising and promotional programs; all of which we may change, improve, and further develop, in our discretion. Certain aspects of the System are more fully described in this Disclosure Document and the Manuals, which you should expect to evolve over time, that are provided to you as a franchisee (described in Item 11). We may, from time to time, add or delete products and/or services, and you will be expected to adhere accordingly. You will operate your Restaurant or food truck as an independent business utilizing the Eggmania name, Proprietary Marks, business concepts, support, guidance and materials developed and approved by us. You will offer and provide products to the general public under the terms and conditions contained in the Franchise Agreement and our Operating Manual that will be loaned to you.

The Franchise Agreement

This Disclosure Document describes a license to develop and operate a single franchised Eggmania restaurant or food truck. The Franchise Agreement grants you the right to develop, own and operate an Eggmania restaurant or food truck at a location approved by us (the "Approved Location"). You must sign our standard Franchise Agreement (the "Franchise Agreement") in either the form attached as Exhibit "A" to this Disclosure Document (for a restaurant) or Exhibit "A-1" to this Disclosure Document (for a food truck).

The Market and Competition

An Eggmania restaurant or food truck serves the general public. The restaurant business, as well as the food truck business, is highly competitive for pricing, service, restaurant or food truck location and food quality and is subject to changes in consumer taste, economic conditions, population and travel patterns. Notwithstanding, the market for specialized restaurants and food trucks featuring Indian cuisine is still developing. You will compete with locally owned restaurants and food trucks, including restaurants and possibly food trucks that offer similar menu items, as well as national and regional chains (in particular with respect to Indian restaurants). Eggmania restaurants and food trucks also compete for experienced management personnel and kitchen staff, and commercial real estate and lease sites for suitable restaurants or in some localities, a limited number of permits to operate food trucks. The market for the services and products offered by an Eggmania restaurant or food truck is year-round, although sales volumes may vary due to weather and seasonality, which may be even more pronounced in certain geographical areas or at some locations.

Applicable Government Regulations

The restaurant industry, as well as the food truck industry (and food service generally) is heavily regulated. A wide variety of federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Eggmania restaurant or food truck, and may include those which: (a) establish general standards, zoning, permitting restrictions and requirements and other specifications and requirements for the location, construction, design, maintenance and operation of its premises or, in the case of a food truck, of the truck itself; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements for restaurants and food trucks, and laws and regulations relating to access by persons with disabilities; employee practices concerning

the storage, handling, cooking and preparation of food; restrictions on smoking; availability of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish requirements for food identification and labeling; and (e) regulate advertisements. State and local agencies inspect restaurants to ensure that they comply with these laws and regulations. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Eggmania restaurant or food truck, and you should consider both their effect and costs of compliance.

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

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA.

If you sell alcohol at your Eggmania restaurant (alcohol sales are not permitted at food trucks), you will be required to obtain and keep in force all necessary licenses and permits required by public authorities, including an alcoholic beverage vendor license. The difficulty and cost of obtaining a liquor license, and the steps for securing the license, vary greatly from area to area. There is also wide variation in state and local laws that govern the sale of alcoholic beverages. In addition, state dram shop laws give rise to potential liability for injuries that are directly or indirectly related to the sale and consumption of alcohol.

In recent years since 2020, due to the global coronavirus pandemic, some government agencies have at times ordered (or suggested) that restaurants temporarily close and only offer drive-through, curbside, carryout and delivery service or have otherwise severely limited clientele from patronizing restaurant businesses, and may continue to or again do so.

You must identify, investigate, satisfy and comply with all laws, ordinances and/or regulations applicable to your Eggmania restaurant or food truck including employment, workers' compensation, insurance, corporate, tax, public health and similar laws and regulations, because they vary from place to place, can change over time and may affect the operation of your Eggmania restaurant or food truck. We do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by the Franchise Agreement. You should independently research and review the legal requirements of the food services industry with

your own attorney before you sign any binding documents or make any investments.

ITEM 2 BUSINESS EXPERIENCE

Co-Founder; Managing Partner: Viral Patel

Viral has served as our Managing Partner since our inception. Viral has also served as Managing Partner of our affiliates, Anubhav LLC and Vraj Foods Edison LLC which represents 2 of our corporate owned locations from the dates of their inception (February 2012 and July 2015, respectively) through the present. Viral is also Managing Partner of our affiliate, Vraj Vihar LLC involved in Ecommerce and Retail, since January 2015. All positions are in Jersey City, New Jersey.

Co-Founder; Managing Partner: Anup Sharma

Anup has served as our Managing Partner and Head Chef since our inception. Anup has also served as Managing Partner of our affiliates, Anubhav LLC and Vraj Foods Edison LLC which represents 2 of our corporate owned locations from the dates of their inception (February 2012 and July 2015, respectively) through the present. All positions are in Jersey City, New Jersey.

Co-Founder; Managing Partner; Darshan Patel

Darshan has served as our Managing Partner since our inception. Darshan has also served as Managing Partner of our affiliates, Anubhav LLC and Vraj Foods Edison LLC which represents 2 of our corporate owned locations from the dates of their inception (February 2012 and July 2015, respectively) through the present. Darshan is also associated as a Managing Partner with subsidiary firm Vraj Vihar LLC involved in Ecommerce and Retail, since January 2015. All positions are in Jersey City, New Jersey.

Co-Founder; Managing Partner: Kunjankumar Patel

Kunjankumar has served as our Managing Partner since our inception. Kunjankumar has also served as Managing Partner of our affiliates, Anubhav LLC and Vraj Foods Edison LLC which represents 2 of our corporate owned locations from the dates of their inception (February 2012 and July 2015, respectively) through the present. Kunjankumar is also associated as a Managing Partner with subsidiary firm Vraj Vihar LLC involved in Ecommerce and Retail, since January 2015. All positions are in Jersey City, New Jersey.

Manager, Eggmania Franchise Sales & Development: Tejas Damle

Tejas has served as our Manager, Eggmania Franchise Sales & Development since July 2021. Tejas has also been self-employed by My Vendor LLC since October 2018, in Edison, New Jersey, and prior to that, he was a Restaurant Manager for Vraj Foods Edison LLC from November 2016 to October 2018 in Edison, New Jersey.

ITEM 3 LITIGATION

There is no litigation required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

There is no bankruptcy information required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee (Restaurant and Food Truck)

If you sign a Franchise Agreement for a single Eggmania Restaurant or food truck, you will pay us a non-refundable initial franchise fee of \$35,000, which must be paid in lump sum in cash or other form of immediate payment that is acceptable to us (the “Initial Franchise Fee”).

In all cases, the Initial Franchise Fee is deemed fully earned by us upon receipt. We are not required to refund your Initial Franchise Fee under any conditions. We use the Initial Franchise Fee to provide support services to our franchisees. We charge the Initial Franchise Fee uniformly to all franchisees.

Initial Inventory (Restaurant and Food Truck)

Prior to opening your restaurant, you must purchase certain food ingredients and other items from us or our designated affiliate, as part of your expenses for your opening inventory (the opening inventory also includes other items such as paper plates, utensils, serving trays and other paper goods). The cost for such food ingredients and other items that you purchase from us or our affiliate will range from \$10,000 to \$15,000 for a Restaurant and \$8,000 to \$10,000 for a Food Truck; plus, in the case of a Food Truck, approximately \$5,000 more for utensils. This cost is not refundable (subject to applicable state law).

Additional Initial Fees for Restaurants

We may choose, in our business judgment, to sublease the space for your Restaurant to you if you are opening a Restaurant. If we do so, you will pay an estimated \$9,000 to \$25,000 to us as sublessor as the initial rent payment, depending on the location. This cost is not refundable (subject to applicable state law).

In addition, prior to opening your Restaurant you are required to purchase from us wall décor and lighting, furniture, dishware, and other items bearing the proprietary marks. The cost for these items will range from \$30,000 to \$40,000. This cost is not refundable (subject to applicable state law).

You pay us no other fees or payments for services or goods before your franchised Business opens.

ITEM 6 OTHER FEES

TYPE OF FEE ¹	AMOUNT	DUE DATE	REMARKS
Royalty Fee ²	6.5% of Gross Revenues in First Year and 7.0% after that.	Weekly via ACH on Tuesday for the sales week ending the immediately preceding Sunday.	This Royalty Fee is to be paid by electronic funds transfer, which you authorize your bank to permit. Gross Revenues are defined in Note 2. “First Year” means the first 365-day period from the date you open the Restaurant to the public.
Brand Fund Contribution ³	2% of Gross Revenues during the First Year and 1.0% after that.	Due with the same frequency and collected in same manner as the Royalty Fee.	Brand Fund Contributions are paid directly to the Brand Fund. We may reallocate all or a portion of the Brand Fund Contribution to a Regional Advertising program if one is established in your region. “First Year” means the first 365-day period from the date you open the Restaurant to the public.

TYPE OF FEE ¹	AMOUNT	DUE DATE	REMARKS
Technology Fee	\$150 per month	Payable with the first Royalty Fee payment of each month via ACH.	The Technology Fee covers website development and maintenance, as well as support of our e-mail and social media systems. We reserve the right to increase the amount of the Technology Fee based upon supplier pricing increases and introduction of new technology, upon 30 days' notice to you.
Interest on Past Due Amounts ⁴	1.5% per month or the highest amount allowed by applicable law, whichever is less.	Upon invoice	Charges will be uniformly imposed by us on a state-by-state basis in conformance with applicable state laws regulating interest rates. Interest is payable to us from the date of non-payment or underpayment.
Insufficient Funds Fee	\$50 per violation	As incurred	Payable at any time when a payment is owed to us and there are insufficient funds to cover any direct debits that we submit to your bank.
Transfer Fee⁵ (a) All transfers except as provided in “(b)” below. (b) Transferee is an entity controlled and owned by current Franchisee, or Franchisee’s heirs upon death or disability of	(a) 50% of the then-current initial franchise fee, subject to a minimum payment of \$25,000 (b) No fee.	The Transfer Fee is paid upon application to transfer.	The Transfer Fee is payable to us when the Franchised Business is transferred to an unrelated third party. There is no Transfer Fee to transfer to an entity controlled and owned by the current Franchisee or upon Franchisee's death or disability to a spouse or parent or child.

TYPE OF FEE ¹	AMOUNT	DUE DATE	REMARKS
Franchisee.			
Renewal Fee	20% of the then-current initial franchise fee, subject to a minimum payment of \$10,000	Upon signing then-current form of franchise agreement.	The Renewal Fee is payable to us, in addition to any Royalty Fee payments or Brand Fund Contributions or any other fees to which we are entitled. You must meet certain renewal conditions.
Relocation Assessment Fee ⁶	Costs and expenses.	As incurred	The Relocation Fee is payable to us. You must reimburse us for any reasonable costs we incur in considering your relocation request. (For a food truck, this means relocation of your Protected Territory)
Audit Fee ⁷	Cost and expenses of audit will vary depending on the circumstances.	30 days after billing if there is a discrepancy of 2% or more with respect to the reporting of Gross Revenues.	Fees will be payable to us to reimburse auditor, will be imposed & collected by us, and will be non-refundable. Fees will vary depending on the cost of the audit.
Additional Training Fee ⁸	The fee for Additional Training is \$500 per person per week plus any expenses incurred.	As incurred, prior to commencement of additional training	Payable to us.
Legal Fees and Expenses	Costs and expenses, including but not limited to, attorney's fees for any failure to pay amounts when due or failure to comply with the terms of the Franchise Agreement.	On demand	You will reimburse us for all costs, including reasonable attorneys' fees, as a result of your default and to enforce and terminate the Agreement.

TYPE OF FEE¹	AMOUNT	DUE DATE	REMARKS
Management Fee	20% of Gross Revenues, plus expenses, for the period in which we operate the Franchised Business.	As agreed	Payable to us during the period that our appointed manager manages the Franchised Business to avoid interruption of business operations, at our option, in the event that: (a) you or your majority owner dies or becomes disabled; (b) we elect to purchase the business assets upon expiration or termination of the Franchise Agreement; or (c) you operate the Franchised Business in a manner that presents a danger to the health or safety of any person.
Indemnification ⁹	The amount of any claim, liability or loss we incur from your Franchised Business.	As incurred	You must indemnify us when certain of your actions result in loss or damages to us. Costs for Indemnification are payable to us.
Reimbursement of Costs and Expenses ¹⁰	Costs and expenses	As incurred	Reimbursement of costs and expenses are payable to us.
Post-Termination or Post-Expiration Expenses ¹¹	Costs and expenses.	As incurred	Reimbursement of our post-termination or post-expiration expenses is payable to us.

TYPE OF FEE ¹	AMOUNT	DUE DATE	REMARKS
System Modifications	Cost of implementation, which we estimate will not exceed \$50,000 to \$75,000 in any five-year period of time.	As required.	If we make changes to our System, you must adapt your Restaurant or Food Truck to conform to the changes. Some examples of changes include new equipment, fixtures, software or incorporation of new Marks. We have the right to require you to refurbish or remodel your Restaurant or Food Truck in order to meet our then-current brand image and/or specifications once every five years.
Rent for sublease from Franchisor (Restaurants only)	\$6,000 per month	First day of each month	We have the right to choose to sublease the space for your Restaurant to you. If we do so, this is an estimate of your ongoing rent payments to us as sublessor. It may vary depending on the location and market demand.

Notes.

1) The chart above provides recurring or isolated fees or payments that you must pay to us or our affiliates, or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are non-refundable. Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed, and they are payable to us and are fully earned upon receipt by us.

2) Royalty Fee payments are paid weekly via ACH on each Tuesday for the sales week ending the immediately preceding Sunday. Each Royalty Fee payment is calculated based on the Gross Revenues of the Franchised Business.

"Gross Revenues" will mean the total revenues and income from all guests or customers of your Restaurant or food truck, and will include all cash, credit card, and credit sales made by you of every kind and nature made, derived or received, directly or indirectly, at, from, by or in connection with or on account of the operation of your Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the services or goods received), on credit (whether or not you ultimately receive payment on credit transactions) or otherwise, including, but not limited to, all dollars and other income received from the following: (a) the sale of all food, beverages and products, including alcoholic and nonalcoholic beverages and drinks (though no alcoholic drinks may be sold at food trucks); (b) the sale of any and all goods, products, merchandise or items sold under any of the Proprietary Marks; (c) all payments received from or for vending machines, telephones and electronic and other amusement games (if any – applicable to Restaurants); (d) all payments received from or for slot machines, and gaming machines (if any – applicable to Restaurants); (e) all sales from the catering of food, beverages and products; (f) all sales from the delivery of foods, beverages and products; (g) all sales of foods, beverages or products for any banquet service; (h) all sales from the carry-out / take-out of foods, beverages and products; (i) all sales of foods, beverages and products at any locations or sites other than the franchised Restaurant location or Food Truck; (k) all payments received from or for the redemption of gift cards and gift certificates by your Restaurant or Food Truck; (l) all payments received from business interruption insurance payments made to you by any insurance company; (m) the sale of all foods, beverages and products to your employees including sales from discounted meals provided to employees and actually paid for by employees, except as provided below; (n) digital and online sales including through third-party ordering and/or delivery aggregators; and (o) special events and revenues and income from permitted non-restaurant or non-Food Truck operations conducted under or using the Marks. "Gross Revenues" will not include: (a) 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; (b) the sale (as opposed to the redemption) of coupons, gift cards or vouchers by your Restaurant or Food Truck (as further detailed below); (c) the value of complimentary foods, beverages and products, such as house charges; and (d) the one-time sale of any furniture, fixtures, equipment or any inventory items to a purchaser.

We may, from time to time, authorize certain other items to be excluded from Gross Revenues. Any such permission may be revoked or withdrawn at any time in writing by us in our sole discretion. The following are included within the definition of Gross Revenues described except as noted below:

(a) The full value of meals furnished to your employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Revenues during the week in which the meals were furnished for the purpose of determining the amount of Gross Revenues upon which the Royalty is due; and

(b) All proceeds from the sale of coupons, gift cards or vouchers; provided, that at the time such coupons, gift cards or vouchers are redeemed the retail price thereof may be credited against Gross Revenues during the week in which such coupon, gift card or voucher is redeemed for the purpose of determining the amount of Gross Revenues upon which the Royalty is due. If sales proceeds are not recorded and reported for purposes of the Royalty at the time the coupon, gift card or voucher is sold, or if such coupons, gift card or vouchers are distributed free of charge, no credit against Gross Revenues is permitted upon redemption of such coupon, gift

card or voucher.

If your Restaurant is located in an area that prohibits the collection of royalties on the sale of alcoholic beverages, we reserve the right to increase your Royalty Fee by 0.25% provided the definition of Gross Revenues (as outlined above) will not include any income from the sale of alcoholic beverages.

3) We may require you to contribute the stated percentage of your Gross Revenues to the Brand Fund (the "Brand Fund Contribution"). As stated in your Franchise Agreement, the required Brand Fund Contribution is 2% of your Gross Revenues in the First Year and 1% after that for the remainder of the term of your Franchise Agreement. Brand Fund Contributions will be paid directly to the Brand Fund. Brand Fund Contributions are not income to us. We will have the right to expend the funds accumulated in the Brand Fund in our sole discretion.

4) The highest interest rate allowed by law in California for late payments is 10% annually.

5) If you wish to transfer your Franchised Business, you will be required to pay us a Transfer Fee. The fee to transfer a Franchised Business is 50% of the then-current initial franchise fee, with a minimum payment of \$25,000 to be paid upon application for transfer.

6) If you relocate your Franchised Business, you will be required to pay us any costs and expenses we incur in assisting you to relocate your Franchised Business (in the case of a Food Truck, relocating your Protected Territory) including, but not limited to expenses incurred for labor, salary and travel expenses, professional fees, demographic reports and other costs.

7) We have the right to conduct an audit of the books and records of the Franchised Business. If we do so, with an independent auditor or otherwise and it is determined that you underestimated your Gross Revenues in any report by 2% or less, then you must pay within 15 days of written notice, the underreported amount plus interest. If it is determined that you underestimated your Gross Revenues in any report by more than 2%, then you must pay within 15 days of written notice, the underreported amount along with the cost of conducting the audit, including without limitation travel, lodging, meals, wages, expenses, accountant fees, attorneys' fees and interest. If you fail to provide any reports, supporting reports or other information as required and we conduct an audit of the books and records of the Franchised Business, you must pay within 15 days of written notice, the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses, accountant fees, attorneys' fees and interest.

8) Training for you and up to two other persons is included in the Initial Franchise Fee. We may require that you complete additional training as well. If we provide you with additional training or train additional members of your staff or new members of your staff, we reserve the right to charge a fee for such training. Additional training will be charged at our then-current rate for additional training, which as of the date of this disclosure document is \$500 per person per week (the "Additional Training Fee"). Should you fail to satisfactorily complete the initial training program, we may, in our sole discretion, allow you to repeat the training program at the then-current Additional Training Fee. In all cases, you are also responsible, at your own expense, to pay for all travel, room and board and wages for you and your employees during this training.

9) In addition to the requirement that you reimburse us for amounts of all other claims,

liabilities or losses we incur from your Franchised Business, if we elect to enforce the terms of any Confidentiality, Non-Use and Non-Competition Agreement or the Franchise Agreement against any individual required to execute such agreement, you must reimburse us for our attorneys' fees, expert fees, court costs and all other expenses of litigation in connection with that enforcement.

10) If after notice, you fail to cure any deficiency in the Franchised Business and/or your operation of the Franchised Business, we may in our sole discretion, correct the deficiency. If we elect to correct the deficiency, you will reimburse us for our costs and expenses incurred in correcting the deficiency. In addition, if you desire to purchase any foods, food items, products and services from other suppliers than those we have approved, then you must reimburse us for all reasonable expenses incurred by us in evaluating the proposed product, service or supplier. We will have the right to inspect the facilities of the proposed supplier, and you will reimburse us for the costs and expenses incurred to conduct the inspection.

11) Upon expiration or termination of your Franchise Agreement, we may elect in our sole discretion to take steps to modify, alter or de-identify the Franchised Business. If we do so, you must reimburse us for our costs and expenses.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - RESTAURANT

Description of Fee Expense	Estimated Cost Or Estimated Low-High Range	Method of Payment	When Due	To Whom Made
Initial Franchise Fee ¹	\$35,000	Lump sum	When you sign the Franchise Agreement	Us
Construction, Leasehold Improvements, Furniture and Fixtures ²	\$175,000 to \$215,000	As incurred	Before opening	Contractors; Approved suppliers and Us
Equipment ³	\$45,000 to \$55,000	Lump sum	Before opening	Approved suppliers
Signage (interior and exterior) ⁴	\$5,000 to \$7,500	As incurred	Before opening	Suppliers
Computer, Software and Point of Sales System ⁵	\$4,000 to \$5,000	Lump sum	Before opening	Third-party providers

Description of Fee Expense	Estimated Cost Or Estimated Low-High Range	Method of Payment	When Due	To Whom Made
Initial Inventory ⁶	\$10,000 to \$15,000	Cash on delivery; Invoice	Before opening	Us and an Approved supplier
Rent Deposits ⁷	\$9,000 to \$27,000	As incurred	Before opening	Landlord (which, if we choose, may be us as sublessor)
Utility Deposits ⁸	\$0 to \$600	As incurred	As incurred	Utility providers
Insurance Deposits and Premiums ⁹	\$2,000 to \$6,000	As agreed	As incurred	Insurance companies
Pre-opening Travel Expenses ¹⁰	\$4,000 to \$6,000	As incurred	As incurred	Airlines, hotels, restaurants
Grand Opening Advertising	\$6,000	As arranged	Before opening	Suppliers, Media
Professional Fees ¹¹	\$4,000 to \$10,000	As agreed	As agreed	Attorneys; Accountants
Business Permits and Licenses ¹²	\$700 to \$1,000	As incurred	Before opening	Licensing authorities
Printing, Stationery and Office Supplies ¹³	\$500 to \$700	As incurred	Before opening	Third-party providers
Liquor License Costs ¹⁴	Varies based on location	As agreed	Before opening	Governmental agencies and for professional services

Description of Fee Expense	Estimated Cost Or Estimated Low-High Range	Method of Payment	When Due	To Whom Made
Additional funds – 3 Months ¹⁵	\$25,000 to \$35,500	As incurred	After opening	Various
Total	\$325,200 to \$425,300			

None of the fees or costs estimated in this Item 7 are refundable except to the extent that you can negotiate with vendors. Payments to us are not refundable.

Notes:

- 1) Initial Franchise Fee: The Initial Franchise Fee is the same for all similarly situated franchisees. See Item 5 for more information about the Initial Franchise Fee.
- 2) Construction, Leasehold Improvements; Furniture and Fixtures: This estimate represents an estimate of the cost to develop one Eggmania restaurant. A single Eggmania restaurant will range from 1,800 square feet to 2,500 square feet of retail space.

These estimates are applicable to a site which has been obtained in the “vanilla box” stage, which refers to the interior condition of either a new or existing building, in which the improvements provided generally consist of heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls that are prepped for painting and a concrete slab floor. Your costs for tenant finish will depend in large part on the square footage of the location, whether your space must be completely constructed or is the remodel of an existing space, and the location and overall costs in which you are developing your Eggmania restaurant. The leasehold improvements that you will often make to a built but unimproved location include: interior remodeling, floor covering, painting, HVAC, millwork, artwork, lighting, electrical, plumbing, design and other improvements. The low estimate assumes that the space acquired was previously used as a restaurant with restroom plumbing in place. The low estimate assumes tables and seating for 40 guests, and the high estimate assumes table and seating for approximately 60 guests. The estimates also assume that electrical and HVAC systems are in place but require distribution.

Your actual costs may vary under or over the estimates provided. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. As in the development of any business location, there are many variables that may impact your overall costs including landlord contribution, the size of your location, rates for construction, personnel, freight, vendor pricing and taxes, overall costs and efficiencies in your market. As such, your cost to develop your location may be higher or lower than the estimates provided.

- 3) Equipment: You must purchase and/or lease kitchen equipment as per our specifications, such as refrigerator, prep tables, burners, tandoor and other kitchen equipment. The cost of such equipment will vary based on local market conditions, the size of the space, suppliers and other factors.
- 4) Signage: This estimate is for the cost to produce wall signage to be mounted to the outside of the building, as well as all interior signage. Your costs will vary based upon the size of the signage, the location and local wage rates.
- 5) Computer, Software, and Point of Sales ("POS") System: The computer equipment that is required includes a point of sale ("**POS**") System that consists of one touch screen terminal, 2 printers and a general purpose computer. The estimate includes hardware and three months support and access at \$300 per month, which is payable to the POS System supplier.
- 6) Initial Inventory: This estimate is for the cost to obtain an initial inventory of food and beverage ingredients, as well as paper plates, utensils, serving trays, other paper goods and other items. We may change the selection of supplies and retail inventory that you must provide at any time.
- 7) Rent Deposits: The low estimate assumes that you will lease a 1,800 square foot facility located in a suburban area with a monthly estimated rent payment of \$3,000 (urban would be higher, estimated at \$10,000 on the low-end). The high estimate assumes that you will lease a 2,500 square foot facility in a suburban area with a monthly estimated rent payment of \$8,000, or that you will lease a 2,500 square foot facility in an urban area with a monthly estimated rent payment of \$9,000.

It is extremely difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon variance in square footage, cost per square foot and required maintenance costs. We assume the landlord will require two months' rent and a security deposit equal to one month's rent. Estimates of rental costs may be obtained by contacting local commercial realtors. These amounts do not reflect carrying costs, common area maintenance or real estate taxes.

- 8) Utility Deposits: Utility deposits may include gas, electric, water, telephone, cable and Internet. Utility deposits and the method of payment thereof will depend upon the location of the Franchised Business and your creditworthiness. Deposits are often refundable if you are current on all payments at the time of request for refund. A credit check may be required by the issuing company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality from which they are being contracted.
- 9) Insurance Deposits and Premiums: This estimate represents a three-month deposit to obtain the minimum required business liability insurance, and this estimate is based on the experience of our affiliate.

You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or

broker regarding any additional insurance that you may want to carry.

10) Pre-Opening Travel Expenses: This estimate represents the travel and lodging expenses for two (2) persons to attend the initial training program held in Iselin, New Jersey. We do not charge tuition for training up to two (2) people, but you will be responsible for all costs, including any payroll costs, associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.).

11) Professional Fees: These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. The high estimate also include the costs to engage an architect during the construction process while the low estimate assumes that you will not need to retain an architect. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business.

12) Business Permits and Licenses: You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. Your actual costs may vary from the estimates based on the requirements of local government agencies. It is your responsibility to understand local municipal codes and licensing requirements in each municipality in which you will conduct events. These estimates do not include any required liquor licensing.

13) Printing, Stationary and Office Supplies: This estimate covers the cost to product items bearing the Marks, such as uniform shirts, flyers, menus and any other start-up stationery and marketing materials.

14) Liquor License Costs: If you sell alcoholic beverages at your Restaurant, a beer and wine liquor license is required, and such liquor license costs will generally range from \$2,500 to \$500,000 (with some unusual localities in the United States reportedly costing as much as \$1,000,000), depending on your location. You must check with the local licensing regulatory agency to determine the cost of your liquor license.

15) Additional Funds - Three Months: In preparing this estimate, we relied on the experience of us and our affiliates in opening or otherwise developing Restaurants that are operated in accordance with the System.

This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate also includes payroll, rent and food and paper costs for the initial three months of operation, net of sales. This is only an estimate and the necessary amount of working capital will vary considerably with each franchisee.

We do not offer financing for any part of the initial investment in a franchised Restaurant.

**YOUR ESTIMATED INITIAL INVESTMENT –
FOOD TRUCK**

Description of Fee Expense	Estimated Cost Or Estimated Low-High Range	Method of Payment	When Due	To Whom Made
Initial Franchise Fee (see Note 1)	\$35,000	Lump sum	When you sign the Franchise Agreement	Us
Truck (axle 16 to 24 feet; may be new or may be used in good working condition)	\$25,000	As required by seller of truck	Before opening	Supplier
Equipment (see Note 2)	\$15,000 to \$25,000	As suppliers require	As suppliers require	Suppliers
Buildout of truck with installation of main equipment, including a 6-8 inch hood (See Note 2)	\$30,000 to \$50,000	As required by service providers	Before opening	Qualified service providers
Miscellaneous additional equipment installation	\$2,000 to \$5,000	As required by vendors	Before opening	Qualified vendors
Utensils	\$5,000 to \$7,000	Lump sum	Before opening	Us
Interior and exterior visual buildout of truck	\$2,000 to \$5,000	As required by service providers	Before opening	Qualified service providers
Computer, Software and Point of Sales System (see Note 3)	\$2,000 to \$3,000	Lump sum	Before opening	Third-party providers
Initial Inventory (see Note 4)	\$8,000 to \$10,000	Cash on delivery; Invoice	Before opening	Us and an Approved supplier

Description of Fee Expense	Estimated Cost Or Estimated Low-High Range	Method of Payment	When Due	To Whom Made
Insurance Deposits and Premiums (See Note 5)	\$2,000 to \$3,000	As agreed	As incurred	Insurance companies
Pre-opening Travel Expenses (See Note 6)	\$4,000 to \$6,000	As incurred	As incurred	Airlines, hotels, restaurants
Grand Opening Advertising and Marketing	\$6,000	As arranged	Before opening	Suppliers, Media
Professional Fees (See Note 7)	\$4,000 to \$10,000	As agreed	As agreed	Attorneys; Accountants
Business Permits and Licenses (See Note 8)	\$700 to \$1,000	As incurred	Before opening	Licensing authorities
Printing, Stationery and Office Supplies (See Note 9)	\$500 to \$700	As incurred	Before opening	Third-party providers
Additional funds – 3 Months (See Note 10)	\$10,000 to \$20,000	As incurred	After opening	Various
Total	\$123,200 to \$211,700			

None of the fees or costs estimated in this Item 7 are refundable except to the extent that you can negotiate with vendors. Payments to us are not refundable.

Notes:

1) Initial Franchise Fee: The Initial Franchise Fee is the same for all similarly situated franchisees. See **Item 5** for more information about the Initial Franchise Fee.

- 2) General equipment installation: You must purchase and/or lease and install certain equipment to outfit and equip your Food Truck according to our specifications. Key equipment needed to operate your Food Truck includes, without limitation: a food refrigerator, candy stoves, panini grills, another refrigerator for cold drinks, a counter-top prep table, a flat griddle (for bread), a 4-burner gas range, a hood, a tandoor, and other small equipment items. Some of the equipment cost is contained in the row in this table for “equipment,” and other equipment costs are contained in the row for buildout of the Food Truck. The cost of equipment will vary based on local market conditions, the size of the space, suppliers and other factors.
- 3) Computer, Software, and Point of Sales ("POS") System: The computer equipment that is required includes a point of sale ("**POS**") System for mobile units. The estimate includes hardware and three months support and access at \$300 per month, which is payable to the POS System supplier.
- 4) Initial Inventory: This estimate is for the cost to obtain an initial inventory of food and beverage ingredients, as well as paper plates, utensils, serving trays and other paper goods and other items. We may change the selection of supplies and retail inventory that you must provide at any time.
- 5) Insurance Deposits and Premiums: This estimate represents a three-month deposit to obtain the minimum required business liability insurance, and this estimate is based on our research. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry, such as additional insurance on your Food Truck vehicle.
- 6) Pre-Opening Travel Expenses: This estimate represents the travel and lodging expenses for two (2) persons to attend the initial training program held in Iselin, New Jersey. We do not charge tuition for training up to two (2) people, but you will be responsible for all costs, including any payroll costs, associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.).
- 7) Professional Fees: These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document and the Franchise Agreement. It is also advisable to consult these professionals to review any truck purchase, equipment purchase or other contracts that you will enter into as part of starting your Franchised Business.
- 8) Business Permits and Licenses: You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Business. Your actual costs may vary from the estimates based on the requirements of local government agencies. It is your responsibility to understand local municipal codes and licensing requirements in each municipality in which you will conduct events.

9) Printing, Stationary and Office Supplies: This estimate covers the cost to product items bearing the Marks, such as uniform shirts, flyers, menus and any other start-up stationery and marketing materials.

10) Additional Funds - Three Months: In preparing this estimate, we relied on our own research regarding the costs of opening or otherwise developing food trucks that are to be operated in accordance with the System. This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate also includes payroll, rent and food and paper costs for the initial three months of operation, net of sales. This is only an estimate and the necessary amount of working capital will vary considerably with each franchisee.

We do not offer financing for any part of the initial investment in a franchised Food Truck.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Eggmania Restaurant or Food Truck in compliance with your Franchise Agreement and the standards and specifications contained in the Manual. In order to maintain the reputation, goodwill, high standards, quality and uniformity of the System, the Franchise Agreement restricts the sources of products and services you utilize in establishing and operating your Franchised Business. We have the right to require some items to be purchased from us or our affiliates. Some items can only be purchased from suppliers we have designated or approved, and others only in accordance with our standards and specifications. We provide you with our mandatory standards and specifications for almost all of the menu items and retail products and related services offered at or through your Eggmania Restaurant or Food Truck, as well as equipment, furniture (in the case of a Restaurant), the truck itself (in the case of a Food Truck), fixtures, menus, signs (in the case of a Restaurant), food, paper products, uniforms, supplies, forms, advertising materials and other items used at your Restaurant or Food Truck. In addition, we also have standards and specifications for the design and construction of your Eggmania Restaurant, including furniture, fixtures and equipment.

We estimate that your required purchases and leases from us or our designated or approved sources, or those meeting our standards and specifications, will be approximately 15% to 25% of your total cost to establish an Eggmania restaurant and approximately 15% to 30% of your total cost of operating an Eggmania restaurant.

We estimate that your required purchases and leases from us or our designated or approved sources, or those meeting our standards and specifications, will be approximately 10% to 18% of your total cost to establish an Eggmania Food Truck and approximately 22% to 32% of your total cost of operating an Eggmania Food Truck.

Purchases from Us

As of the date of this Disclosure Document, we or our affiliate sell you certain required flavoring ingredients, serving plates, bowls and other serving items, biodegradable plates, to-go packaging,

certain cutlery items / utensils, décor items, and furniture, fixtures and equipment, and in the case of a Restaurant we or our affiliate (if we elect) may act as the required sublessor to you of the space for your Eggmania Restaurant. However, we or an affiliate may be a designated or approved supplier in the future and we reserve the right to be the sole supplier of any item. We or our affiliate are currently a supplier for certain food ingredients, wall décor and lighting, furniture (in the case of Restaurants), dishware, and other items bearing the Proprietary Marks. Otherwise, neither we nor any affiliate currently sells or leases any products or services to you. None of our officers currently own an ownership interest in any designated or approved supplier.

Purchases from Designated or Approved Suppliers

An Eggmania Restaurant or Food Truck features a variety of menu items. We reserve the right to designate exclusive sources of food ingredients, other consumables, paper goods, uniforms and certain other goods that you must use to supply your Eggmania Restaurant or Food Truck. To maintain the superior quality of the goods and services sold by our Franchised Businesses and the reputation of the Eggmania franchise network, you must purchase or lease fixtures, equipment and supplies, furnishings, beverage and food products and related items from suppliers that we designate or approve. In certain instances, we may designate a single source for these items that you must use, which may include us or our affiliates. We and our affiliates reserve the right to derive revenue from designated suppliers.

While certain suppliers are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time. Approval of suppliers may be revoked in writing, with 30 days' notice. We may change approved suppliers periodically upon written notice to you. We will identify all designated and approved suppliers in our Manual or other written or electronic communications. We do not make any express or implied warranties for any products or goods that we recommend for your use. There is no fee to secure our approval to purchase from alternative suppliers. However, if you desire to purchase any foods, food items, products and services from other suppliers than those we have approved, then you must reimburse us for all reasonable expenses incurred by us in evaluating the proposed product, service or supplier. We will have the right to inspect the facilities of the proposed supplier, and you will reimburse us for the costs and expenses incurred to conduct the inspection.

You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that we (or our affiliates) implement, at your expense, for all or part of our franchise system and shall sign the forms and take the other action that we require in order for you to participate in such programs. Without limitation, you must honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Eggmania Restaurants or Food Trucks and must utilize a vendor approved by us for gift card processing. You may not offer any coupon without our prior written approval.

Purchases According to Standards and Specifications

Our methods, standards, and specifications will be communicated to you in writing through our confidential operations manuals (the "Operations Manual" or "Manual") and other proprietary guidelines and writings that we prepare for your use and lend to you in connection with the Restaurant and System. We may periodically change our System standards and specifications from time to time in our Manual, as we deem appropriate or necessary in our sole discretion and business

judgment, and you will be solely responsible for costs associated with complying with any modifications to the System.

In order to maintain the uniformly high standards and reputation of the System, you are required to purchase or lease certain items in accordance with the specifications and guidelines issued by us. This requirement applies to design and build-out standards, a computerized point-of-sale and cash register system, signage, menu boards, uniforms, branded paper goods and supplies to be used in developing and operating the Franchised Business (some of which must be purchased from approved suppliers). Specifications may include minimum standards for quality, quantity, delivery, performance, design, appearance, durability, style, warranties, price range, and other related restrictions. We consider these specifications to be of critical importance to the success of the System. (All specifications and guidelines are more fully described in our Manual.)

In addition, in order to maintain the reputation of the System, we have the right to require you to refurbish or remodel your Restaurant or Food Truck in order to meet our then-current brand image and/or specifications once every five years. However, we are a start-up franchisor and, as of the Issuance Date of this Disclosure Document, we have not imposed any remodeling or refurbishment requirements. We cannot predict the range of costs and expenses associated with any remodeling or refurbishment requirements. There are no limits on the costs and expenses you may incur in complying with any remodeling or refurbishment requirements. We do not expect that your costs and expenses will exceed the cost you incur in initially building out your Restaurant or Food Truck and we do not expect the cost of implementation of System modifications to exceed \$50,000 to \$75,000 in any five-year period of time.

Approved Location and Lease – You must obtain our approval of the proposed premises for your Restaurant, or the proposed area of operation for your Food Truck, before you acquire the site or acquire a permit to operate a Food Truck in such area of operation. You must also obtain our approval of any contract of sale or lease for the Approved Location (in the case of a Restaurant) before you execute the contract or lease, and we may condition our approval of any such lease on you and your landlord's execution of our prescribed form of Addendum to Lease/Conditional Assignment of Lease (attached to the Franchise Agreement). You must ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Restaurant at the Approved Location, or of your Food Truck. In our business judgment and discretion, we may choose to sublease your Approved Location to you (in the case of a Restaurant). If we do so, then we or an affiliate we designate will lease the premises and sublet them to you, using the form of sublease attached to the Franchise Agreement. We or our designee will attempt to secure a fair rent for the premises but we cannot represent it will be the best available in your area. If you materially breach the Franchise Agreement or the lease, we or our designee may terminate the sublease with you after giving the notice required in the sublease.

Advertising and Promotional Materials -- All advertising and promotional materials and other items we designate must bear the Proprietary Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements we prescribe in the Operations Manual or otherwise. You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Restaurant or Food Truck if we have not prepared or approved them during the 12 months prior to the date of your proposed use.

Computer Hardware and Software -- You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications, including, but not limited to, an electronic cash register system designated by us and a POS System.

Insurance -- You must purchase and maintain the types and amounts of insurance that we designate in our Operations Manual or otherwise in writing, which we modify periodically as we deem appropriate in our discretion (upon written notice to you). We may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchised Business and standards for underwriters of policies providing insurance coverage, including (a) our protection and rights under these policies as an additional insured; (b) required or permissible insurance contract provisions; (c) assignment of policy rights to us; (d) periodic verification of insurance coverage that must be provided to us; (e) our right to obtain insurance coverage at your expense if you fail to obtain required coverage; and (f) similar matters relating to insured and uninsured claims.

All policies must be written by an insurance company satisfactory to us in accordance with the standards and specifications we prescribe in the Manual or otherwise in writing. You are currently required to purchase and maintain throughout the term of the Franchise Agreement the various types of insurance and coverage amounts that are stated in the form of Franchise Agreement; all other insurance required by the state or locality in which the Franchised Business is located in such amounts as required by statute; and any other insurance we may reasonably require.

If any location in which your Franchised Business is located requires coverage limits in excess of those listed in the Franchise Agreement, then the requirements of that location shall control. Notwithstanding the foregoing, coverage limits can never be lower than those listed in the Franchise Agreement.

The cost of this coverage will vary depending on the insurance carrier's charges, terms of payments, and your history. All insurance policies, except workers' compensation policies, must name us, as well as our officers and directors, as an additional insured party. You must provide us with a copy of each certificate of insurance at least 15 days before the opening of the Franchised Business and on each policy renewal date. No policy may be cancelled or materially altered without 30 days' advance written notice to us. We do not derive revenue as a result of your purchase of insurance. If you fail to purchase and maintain any required insurance coverage or furnish satisfactory evidence of coverage to us, in addition to our other remedies (including without limitation declaring you in default of the Franchise Agreement), we may, but are not obligated to, purchase the insurance coverage for you. If we do purchase insurance on your behalf, you must pay us on our demand the amount of any premiums and reasonable expenses we incur in obtaining the insurance. The failure to maintain insurance coverage at any time is a material default under the Franchise Agreement.

We must be notified by the insurance company of any reductions in coverage or cancellation 30 days in advance of such reduction.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Restaurant or Food

Truck.

Supplier Approval Procedure

If you propose to purchase or lease any services or products not previously approved by us in writing (for services and products that require our approval), you must first notify us. We may require (among other things) submission of sufficient information, specifications and/or samples for us to determine whether the product or service complies with our standards and specification. We generally apply the following criteria (among others) in considering whether the supplier will be designated as an approved supplier:

1. Ability to produce the products, services, supplies, or equipment and meet our standards and specifications for quality and uniformity;
2. Production and delivery capabilities and ability to meet supply commitments;
3. Integrity of ownership (to assure that its association with us would not be inconsistent with our image or damage our goodwill); and
4. Financial stability.

We may permit you to purchase from alternative suppliers who meet our criteria after they are approved by us. Although we are not required to approve or disapprove supplier requests within any particular time period, we expect to complete our review of your proposal(s) and advise you of our decision within 30 days after you submit all required information to us. If we do not provide you with our decision within 30 days, such failure to respond shall be tantamount to a rejection of your proposal. Suppliers must maintain our standards in accordance with written specifications and any modifications. Failure to correct a deviation from the System's specifications will result in the termination of status as an approved supplier. We may revoke approval of a previously approved item, service or supplier, at our sole discretion, by sending you written notice 30 days prior to the revocation.

While certain suppliers are currently mandated, approved and/or recommended, we reserve the right to change this list from time to time. Notifications of changes to the approved suppliers list will be made via changes to the Operations Manual or via other written or electronic communications to you. Approval of suppliers may be revoked in writing upon 30 days' notice. We may change approved suppliers periodically upon written notice to you. We will identify all designated and approved suppliers in our Operations Manual or in other written or electronic communications.

Consideration Provided to Franchisor or You From Suppliers

We reserve the right to negotiate purchasing arrangements with suppliers of food, beverages, products and services for the benefit of the 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 purchases of particular products or services or use of particular suppliers.

In our business judgment and discretion, we may choose to sublease your Approved Location to you. If we do so, then we or an affiliate we designate will lease the premises and sublet them to you.

We and/or our affiliates may receive income in the form of rebates, discounts, marketing and advertising allowances, promotional balances, commissions, performance payments, signing bonuses, free products, or other benefits, payments or credits from our designated or approved or recommended suppliers that sell food, beverages, products or services to franchisees. In some cases, the 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 such payments from a supplier as a result of your purchases from the supplier, those payments may or may not be related to services we or our affiliates perform, and will be our exclusive property. You will not have any right to the payments made to us by suppliers, whether or not based on your or other franchisees' purchases from those suppliers. We and our affiliates may retain such payments and use them without restriction for any purposes we and our affiliates deem appropriate. Any products or services that we or our affiliates sell you directly may be sold to you at prices exceeding our and their costs. We and our affiliates currently receive no payments or rebates from any supplier, nor do we or our affiliates receive any special discount on purchases from any supplier for ourselves or themselves, in connection with purchases from our franchisees, but we may do so in the future.

We or our affiliate receive revenues from our franchisees from sales of required products or services. In our last fiscal year, such revenues were received by our affiliate, Vraj Trading LLC. Vraj Trading LLC's total revenues for the fiscal year which ended December 31, 2022 were \$137,070 from required purchases of products by our franchisees. This information came from the internal financial records of our affiliate, Vraj Trading LLC.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

of this Disclosure Document.

OBLIGATION	SECTION IN RESTAURANT FRANCHISE AGREEMENT (RFA), FOOD TRUCK FRANCHISE AGREEMENT (FTFA)	DISCLOSURE DOCUMENT ITEM
A. Site Selection and Acquisition/Lease	RFA: Sections 1.2, 6.1, 6.2, 6.3, Exhibits 2 and 3 FTFA: 1.2, 6.1, 6.2, 6.3, Schedule A, Exhibit 3	Items 8, 11 & 12
B. Pre-Opening Purchase/Leases	RFA: Sections 3.2, 3.5, 5.11, 5.16, 5.17, 5.27, 6.4, 10.3, 11, 12, 13 FTFA: Sections 3.4, 3.5, 5.16, 5.17, 5.27, 6.4, 10.3, 11, 12, 13	Items 7, 8 & 11
C. Site Development and other Pre-Opening Requirements	RFA: Sections 5 and 6 FTFA: Sections 5 and 6	Items 8 & 11
D. Initial and Ongoing Training and Assistance	RFA: Sections 3.7, 3.14, 5.22, 5.28 FTFA: Sections 3.7, 3.14, 5.22, 5.28	Items 11 & 5
E. Opening	RFA: Section 5.20 FTFA: Section 5.20	Item 11
F. Fees	RFA: Sections 1.5.7, 2.2.7, 4, 10.4, 14.2.11, 14.8 FTFA: Sections 1.5.7, 2.2.6, 4, 10.4, 14.2.11, 14.8	Items 5, 6 & 7
G. Compliance with Standards and Policies/Operations Manual	RFA: Sections 1.4, 3.3, 4.6, 5.9 – 5.19, 5.26, 5.27, 7 FTFA: Sections 1.4, 3.3, 5.3 – 5.18, 5.26, 5.27, 6.4, 7	Items 8, 11 & 13
H. Trademarks and Proprietary Information	RFA: Sections 7, 8 FTFA: Sections 7, 8	Items 11, 13 & 14
I. Restrictions on Products/Services Offered	RFA: Sections 5, 13 FTFA: Sections 5, 13	Items 8 & 16
J. Warranty and Customer Service Requirements	RFA: Not Applicable FTFA: Not Applicable	Not Applicable
K. Territorial Development and Sales Quotas	RFA: Not Applicable FTFA: Not Applicable	Not Applicable

OBLIGATION	SECTION IN RESTAURANT FRANCHISE AGREEMENT (RFA), FOOD TRUCK FRANCHISE AGREEMENT (FTFA)	DISCLOSURE DOCUMENT ITEM
L. Ongoing Product/Service Purchases	RFA: Sections 5, 13 FTFA: Sections 5, 13	Item 8 & 16
M. Maintenance, Appearance and Remodeling Requirements	RFA: Sections 1.4, 2.2.2, 5.18, 5.19 FTFA: Sections 1.6, 2.2.2, 5.18, 5.19	Not Applicable
N. Insurance	RFA: Sections 5.8, 11 FTFA: Sections 5.8, 11	Item 8
O. Advertising	RFA: Section 10 FTFA: Section 10	Item 8 & 11
P. Indemnification	RFA: Section 19 FTFA: Section 19	Not Applicable
Q. Owner's Participation/Management/Staffing	RFA: Sections 5.25, 7.1.9, 26.2.9 FTFA: Sections 5.25, 26.2.9	Item 15
R. Records and Reports	RFA: Section 9 FTFA: Section 9	Not Applicable
S. Inspections and Audits	RFA: Section 9 FTFA: Section 9	Not Applicable
T. Transfer	RFA: Section 14 FTFA: Section 14	Item 17
U. Renewal	RFA: Sections 2, 27 FTFA: Sections 2, 27	Item 17
V. Post-Termination Obligations	RFA: Sections 16, 19 FTFA: Sections 16, 19	Item 17
W. Non-Competition Covenants	RFA: Section 17, Exhibits 4A and 4B FTFA: Section 17, Exhibits 4A and 4B	Item 17
X. Dispute Resolution	RFA: Section 24 FTFA: Section 24	Item 17

ITEM 10 FINANCING

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

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

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

Assistance Before Opening Your Eggmania Restaurant:

1. If the location for your Restaurant has not been approved at the time you sign the Franchise Agreement, we will designate a geographic area (the "Designated Area") where the Restaurant is to be located. (Restaurant Franchise Agreement, Section 3.1)

2. We will provide you our criteria for Restaurant locations and will review the potential locations that you submit to us. Generally, we do not own the premises and do not lease it to you. You will be responsible for selecting and securing the location for your Restaurant.

The Restaurant must be operated from a commercial location. You must submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for the site at which you propose to establish and operate your Restaurant. In approving or disapproving any proposed site, we will consider the demographics of the market area, traffic patterns, a description of the character of the neighborhood, the competition in the area of the proposed site, the size, appearance and other characteristics of the premises of the proposed site of your Restaurant and other information we may request from you.

We will approve or disapprove the proposed site for your Restaurant and will make reasonable efforts to approve or disapprove your proposed site within 30 days after we receive notice of the location from you. If you have not heard from us, the proposed site is deemed disapproved. (Restaurant Franchise Agreement, Section 3)

3. We will review the proposed lease for the site you select for your Restaurant. This review will be to determine whether the lease complies with the terms of the Franchise Agreement, and not to provide any business, economic, legal or real estate advice. You must obtain our approval of the lease or sublease (or any modification or amendment) for the location before you sign it or any renewal of it. A condition to our approval of the lease (or sublease) is the execution by you, the landlord and us of the Option to Assume Lease Agreement (a copy of which is attached as Exhibit "2" to the Franchise Agreement. Alternately, we have the option in our business judgment to act as sublessor to you, in which case we will provide to you the form of lease agreement. (Restaurant Franchise Agreement, Section 3.2.)

Alternatively, we may choose, in our business judgment and discretion, to sublease the space for your site to you, in which case you must sign a sublease with us or a designated affiliate of ours, using the form attached to the Franchise Agreement. (Restaurant Franchise Agreement, Sections 3.2, 6.1 and Exhibit "3")

We can terminate the Franchise Agreement if you fail to execute a lease or purchase agreement for a site approved by us within five months after you sign the Franchise Agreement. (Restaurant Franchise Agreement, Section 3.2)

4. We will furnish you with mandatory and suggested specifications for an Eggmania restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, fixtures, equipment, signs and furniture. We will approve your plans and specifications if they meet our requirements. You are solely responsible for developing and constructing the site for your Restaurant, for all expenses associated with it, and for compliance with the requirements of any applicable federal, state or local law. (Restaurant Franchise Agreement, Section 3.3)

5. We will provide you with a written schedule of all foods, food items, beverages, furniture, fixtures, supplies, décor, and equipment required for your Eggmania restaurant. (Restaurant Franchise Agreement, Section 3.4)

6. We will provide a list of the designated and approved suppliers for the products and services required by us for use or sale in your Eggmania restaurant. (Restaurant Franchise Agreement, Section 3.5)

7. We will loan you, for your sole use, one copy of the Operations Manual. The Operations Manual is confidential and remains our property during and after the term of the Franchise Agreement. (Restaurant Franchise Agreement, Section 3.6)

8. We will provide you with our Initial Training program, which is described below, which includes training at our Affiliate-owned restaurant in Northern New Jersey, and up to two days of hands-on training and support, on-site at your franchise location prior to the opening of your Restaurant. (Restaurant Franchise Agreement, Section 3.7)

Assistance During Operation of Restaurant - After the Opening of Your Eggmania Restaurant:

1. We will provide the general assistance and field support deemed by us, in our discretion, to be helpful to you in the ongoing operation, advertising and promotion of your Restaurant. (Restaurant Franchise Agreement, Section 3.8)

2. We will continue our efforts to establish and maintain high standards of quality, customer satisfaction and service. (Restaurant Franchise Agreement, Section 3.9)

3. We will periodically visit and review your Restaurant and provide written reports to you if we deem appropriate. (Restaurant Franchise Agreement, Section 3.10)

4. We will furnish guidance to you with respect to: (a) specifications, standards and operating procedures, including providing suggested retail prices; (b) purchasing approved equipment, fixtures, signs, inventory, and operating materials and supplies; and (c) development and implementation of local advertising and promotional programs. Such guidance will, in our discretion, be furnished in the form of the Operations Manual, bulletins, written reports and recommendations, other written materials, refresher training programs and/or telephonic

consultations or consultations at our offices. (Restaurant Franchise Agreement, Section 3.11)

5. At your request, or if we in our sole discretion deem it necessary, we may periodically furnish you the services of a representative, whether in person or telephonically or via consultations held at our office, to provide additional operating assistance. (Franchise Agreement, Section 3.12)

6. We will provide you with updates, revisions and amendments to the Manual as we deem necessary. We may periodically modify the Manual but these modifications will not alter your fundamental status and rights under the Franchise Agreement. (Restaurant Franchise Agreement, Section 3.13)

7. We will provide additional training if, during the term of the Franchise Agreement, you hire a new member of your management staff who has not attended and successfully completed the training program or we determine that additional training is necessary. You are required to pay any costs we incur in connection with providing such training, and we also reserve the right to charge you our then-current Additional Training Fee. We may, in our discretion, require you or any of your employees to participate in, at your expense, refresher training programs at a location we designate. (Restaurant Franchise Agreement, Section 3.14)

8. We will provide you with pre-opening support, wherein our corporate representative will be on-site at your Restaurant to provide on-site support, provided that you reimburse us for the associated travel and other costs of our doing so. (Restaurant Franchise Agreement, Section 3.15)

Although we may voluntarily provide additional services, no additional duties may be implied because we provide those additional services (if any). We have no implied duties or other duties not expressly stated in the Franchise Agreement. We have the right to delegate to a third party the performance of any pre-opening or continuing obligation for any franchisee.

Assistance Before Opening Your Eggmania Food Truck:

1. If the area of operation for your Food Truck has not been approved at the time you sign the Food Truck Franchise Agreement, we will designate a geographic area (the “Designated Area”) within which the area of operation of your particular Food Truck is to be located (to be filled in and agreed by the parties later once determined). (Food Truck Franchise Agreement, Section 3.1)

2. We will provide you our criteria for Food Truck areas of operation and will review the potential areas of operation that you submit to us. Generally, we do not own the Food Truck and do not sell or lease it to you. You will be responsible for acquiring possession of and building out your Food Truck, and then selecting and securing the area of operation where it will operate (with our consent). (Food Truck Franchise Agreement, Section 3.2)

The Food Truck must be operated at locations where permitted by local laws, rules and regulations. You must submit to us a complete area of operations report (containing such demographic, commercial, and other information as we may reasonably require) for the area of operation in which you propose to establish and operate your Food Truck. In approving or

disapproving any proposed area of operation, we will consider the demographics of the market area, traffic patterns, a description of the character of the neighborhood, the competition in the area of the proposed site, the size, appearance and other characteristics of the area of operation you propose for your Food Truck, and other information we may request from you.

We will approve or disapprove the proposed area of operation for your Food Truck and will make reasonable efforts to approve or disapprove your proposed area of operation within 30 days after we receive the complete area of operation proposal from you. If you have not heard from us, the proposed area of operation is deemed disapproved. (Food Truck Franchise Agreement, Section 3) (Food Truck Franchise Agreement, Section 3.2)

3. We will furnish you with mandatory and suggested design specifications for an Eggmania Food Truck, including requirements for dimensions, design, color scheme, image, interior layout, décor/visual buildout, fixtures, and equipment. We will approve your plans and specifications if they meet our requirements. You are solely responsible for developing and constructing the Food Truck, for all expenses associated with it, and for compliance with the requirements of any applicable federal, state or local law. (Food Truck Franchise Agreement, Section 3.3)

4. We will provide you with a written schedule of all foods, food items, beverages, furniture, fixtures, supplies, décor, and equipment required for your Eggmania Food Truck. (Food Truck Franchise Agreement, Section 3.4)

5. We will provide a list of the designated and approved suppliers for the products and services required by us for use or sale in your Eggmania Food Truck. (Food Truck Franchise Agreement, Section 3.5)

6. We will loan you, for your sole use, one copy of the Operations Manual. The Operations Manual is confidential and remains our property during and after the term of the Franchise Agreement. (Food Truck Franchise Agreement, Section 3.6)

7. We will provide you with our Initial Training program, which is described below, which includes training at our Affiliate-owned restaurant in Northern New Jersey, and up to two days of hands-on training and support, on-site at your franchise location prior to the opening of your Food Truck. (Food Truck Franchise Agreement, Section 3.7)

Assistance During Operation of Food Truck – After the Opening of Your Food Truck:

8. We will provide the general assistance and field support deemed by us, in our discretion, to be helpful to you in the ongoing operation, advertising and promotion of your Food Truck. (Food Truck Franchise Agreement, Section 3.8)

9. We will continue our efforts to establish and maintain high standards of quality, customer satisfaction and service. (Food Truck Franchise Agreement, Section 3.9)

10. We will periodically visit and review your Food Truck and provide written reports to you if we deem appropriate. (Food Truck Franchise Agreement, Section 3.10)

11. We will furnish guidance to you with respect to: (a) specifications, standards and operating procedures, including providing suggested retail prices; (b) purchasing approved equipment, fixtures, visual elements, inventory, and operating materials and supplies; and (c) development and implementation of local advertising and promotional programs. Such guidance will, in our discretion, be furnished in the form of the Operations Manual, bulletins, written reports and recommendations, other written materials, refresher training programs and/or telephonic consultations or consultations at our offices. (Food Truck Franchise Agreement, Section 3.11)

12. At your request, or if we in our sole discretion deem it necessary, we may periodically furnish you the services of a representative, whether in person or telephonically or via consultations held at our office, to provide additional operating assistance. (Food Truck Franchise Agreement, Section 3.12)

13. We will provide you with updates, revisions and amendments to the Manual as we deem necessary. We may periodically modify the Manual but these modifications will not alter your fundamental status and rights under the Franchise Agreement. (Food Truck Franchise Agreement, Section 3.13)

14. We will provide additional training if, during the term of the Franchise Agreement, you hire a new member of your management staff who has not attended and successfully completed the training program or we determine that additional training is necessary. You are required to pay any costs we incur in connection with providing such training, and we also reserve the right to charge you our then-current Additional Training Fee. We may, in our discretion, require you or any of your employees to participate in, at your expense, refresher training programs at a location we designate. (Food Truck Franchise Agreement, Section 3.14)

15. If we reasonably deem appropriate, we will provide you with opening support, wherein our corporate representative will be on-site at your Food Truck to provide on-site support, provided that you reimburse us for the associated travel and other costs to do so. (Food Truck Franchise Agreement, Section 3.15)

Although we may voluntarily provide additional services, no additional duties may be implied because we provide those additional services (if any). We have no implied duties or other duties not expressly stated in the Franchise Agreement. We have the right to delegate to a third party the performance of any pre-opening or continuing obligation for any franchisee.

Advertising and Promotion

Approval

Any advertising, promotion and marketing that you conduct with your own funds must be completely clear, factual and not misleading and must conform to both the highest standards of ethical advertising and marketing. All advertising by you in any medium must be conducted in a dignified manner and must conform to our standards and requirements. You must submit to us, for our approval, at least 30 days prior to use samples of all advertising and promotional plans and materials that you desire to use. We will make reasonable efforts to approve or disapprove them within 30 days after we receive them. You may not use any plans or materials until we have

approved them. You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us.

Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in our System or to correct unacceptable features of the advertising, including but not limited to any misrepresentation in the advertising material.

Local Advertising

We must approve all advertising and promotional plans and materials we do not prepare before you use them.

Grand Opening Program

You must spend a minimum of \$6,000 on a grand opening advertising and promotional program for your Franchised Business during the period encompassing 60 days before and 90 days after the opening of the Restaurant or Food Truck, as applicable (the "Grand Opening Program"). The Grand Opening Program must use the marketing and public relations programs, media and materials that we develop or approve and is in addition to your other advertising requirements under the Franchise Agreement. We may, at our option, require you to submit expenditure reports to us detailing your Grand Opening Program advertising expenditures, including the details of how many coupons or discount codes were used, in order to track the efficiency of your marketing if it is done through any media platform or mail services. We may also require you to collect and report to us details on how your customers heard about Eggmania restaurants or food trucks when they visit for the first time.

Brand Development Fund

We have established a Brand Development Fund to advertise franchised Restaurants and Affiliate-Owned Restaurants, as well as related Eggmania concepts such as Food Trucks, on a regional and/or national basis (the "Brand Fund"). As of the date of this Disclosure Document, you are required to contribute 2% of the Gross Revenues of your Franchised Business to the Brand Fund in your first 12 months of operations and 1% after that, payable at the same frequency and in the same manner as Royalty Fees (the "Brand Fund Contribution"). We will provide you at least 30 days' written notice before any such increase is implemented.

We or our designee will maintain and administer the Brand Fund. We will direct all advertising programs and will have sole discretion to approve the creative concepts, materials, and media used in the advertising programs and their placement and allocation. No more than 0.5% (one half of one percent) of funds in the Brand Fund will be used principally for the solicitation of new franchise sales. We maintain the right to include generic language generally promoting Eggmania franchise sales in all advertisements administered by the Brand Fund, such as "Franchises Available" along with our contact information. The Brand Fund is intended to maximize general public recognition and acceptance of the Proprietary Marks and improve the collective success of all franchised Restaurants and Affiliate-Owned Restaurants as well as franchised and corporate owned units of related Eggmania concepts such as Food Trucks. Each Eggmania Restaurant or Food Truck which we or our affiliates currently or may in the future establish and operate will

contribute to the Brand Fund a percentage of its Gross Revenues identical to the percentage which then prevails for Eggmania Restaurant franchisees.

In administering the Brand Fund, we and our designees are not required to make expenditures for you that 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 will not have any fiduciary duty to any franchisee in connection with the collections or expenditures of Brand Fund monies or any other aspect of the Fund's monies. The Brand Fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. This includes: television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the Eggmania website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; accounting for Eggmania Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; advertising at sports events; mailers, door hangers, freestanding inserts/coupons, brochures and sponsorships; mystery shoppers (both for the Eggmania System and for competitive networks or units); celebrity endorsements; other activities that we believe are appropriate to enhance, promote and/or protect the Eggmania System; and, engaging advertising agencies to assist in any or all of the above activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other public relations and advertising agency fees. We need not keep all sums you pay to the Brand Fund in a separate account. We will not use this money to defray any of our general operating expenses, except for reasonable administrative costs and overhead that we may incur in the administration or direction of the Brand Fund and advertising programs for franchised Eggmania Businesses, including, for example, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Brand Fund and the annual statement of Brand Fund contributions and expenditures described below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Brand Fund. Our right to expend monies from the Brand Fund to reimburse us for these activities does not include any advertising agency fees which the Brand Fund must pay to secure the services of an advertising agency or to have print, broadcast or internet advertising placed by an agency. The Brand Fund and its earnings will not otherwise benefit us. The Brand Fund will be operated solely as a conduit for collecting and expending the advertising fees as outlined above.

We will prepare an annual statement of the operations of the Brand Fund that will be made available to you upon your reasonable written request. We are not required to have this statement audited. Although the Fund is intended to be perpetual, we may terminate the Fund. We will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors on a basis determined by us in our sole discretion. During our most recently concluded fiscal year, we spent 21.44% of the Brand Fund on production, 52.04% of the Brand Fund on media placement, 21.57% of the Brand Fund on administrative expenses and 4.95% of the Brand Fund on logistics and shipping.

The Brand Fund is not a trust fund. We will not have any fiduciary duty to any franchisee in connection with the collections or expenditures of Brand Fund monies or any other aspect of the its monies. We are under no obligation to ensure that expenditures of the Brand Fund are or will

be proportionate or equivalent to the Brand Fund Contributions by any Eggmania franchisee operating in any geographic area or that any Restaurant will benefit directly or in proportion to the amount of Brand Fund Contributions it has paid.

If all advertising fees are not spent in the fiscal year in which they accrue, the Fund may hold or invest the unspent funds for authorized purposes in the future. Other than as set forth above, we are not obligated to provide you with a periodic accounting of how advertising fees are spent. We can use whatever media, create whatever programs and allocate advertising funds to whatever regions or localities we consider appropriate. We are not required to spend any amount on advertising in your area or territory. The allocation may include rebates to individual franchisees of some or all of their Brand Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Eggmania Brand Fund Contributions collected from all Eggmania franchisees and company-owned units is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Brand Fund contributions to franchisees and our (or our affiliates') company-owned units on a proportionate basis. You must spend any rebate on the types of local advertising and media that we determine (or, if we direct, in accordance with the local advertising and promotion requirements of the Franchise Agreement) according to a plan and budget we review and approve in advance. You must document all rebate advertising expenditures to us in a monthly rebate advertising expenditure report form.

Web Sites and Social Media

We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the Eggmania System. We may establish one or more websites accessible through one or more uniform resource locators ("URL's") such as Eggmania.com and, if we do, we may design and provide for the benefit of your franchised Eggmania Restaurant or Food Truck a "click through" subpage at each of these websites for the promotion of your Restaurant or Food Truck. If we establish one or more websites, social media pages, or other modes of electronic commerce or internet marketing, and if we provide a "click through" subpage or separate social media account on any of these websites for the promotion of your Restaurant or Food Truck, you must routinely provide us with updated copy, photographs and news stories about your franchised Eggmania Restaurant or Food Truck (as applicable) suitable for posting on your Restaurant's or Food Truck's "click through" subpage or social media account. We will specify the content, frequency and procedure of these in our Manual. Any websites or other modes of electric commerce or marketing that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Eggmania Restaurants and/or Food Trucks – also be devoted in part to offering Eggmania Restaurant or Food Truck franchises for sale and be utilized by us to exploit the electronic commerce rights which we reserve (see Item 12). In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, Eggmania System discussion forums and systemwide communications (among other activities) can be effected. You may not maintain your own website or social media page without our consent; or, otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your franchised Eggmania Business; establish a link to any website we establish at or from any other website or page; or, at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the "Eggmania"

name or any confusingly similar name.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Eggmania website or social media pages we establish and maintain, such as on applications or platforms such as Instagram or Facebook, including all material you may furnish to us as described above.

Local or Regional Advertising Cooperative

There are no Eggmania advertising cooperatives as of the date of this Disclosure Document. The Franchise Agreement does not give us the power to require advertising cooperatives to be formed, changed, dissolved, or merged.

You may, at your discretion, participate in a local or regional advertising cooperative with other franchisees in your area. Cooperatives will usually be based on practical geographic divisions like cities, counties and states. A cooperative, if established, will allow franchisee members to coordinate advertising and marketing efforts and programs, and to maximize the efficient use of local advertising media.

Advertising Advisory Council

We do not currently have a franchisee advertising advisory council. At our discretion, we may, in the future, form a Franchisee Advisory Council (the “Council”) after there are a sufficient number of franchisees in the System. The Council members will be Eggmania franchisees. The Council shall serve in an advisory capacity only, advising us on operations, marketing and other subjects. We have the authority to dissolve, change and reform the Council in our discretion.

Merchandise Materials

We may, from time to time and in our sole business judgment, produce and provide to you (or have our third-party designated vendor produce and/or provide to you) certain merchandising materials identifying the System and to support national promotions, such as point of purchase advertising materials, apparel, System memorabilia and other brand-relevant merchandise (collectively, “System Merchandise”). We or our third-party vendor will invoice you for these materials and you agree to pay for the materials (including but not limited to the cost of shipping and insurance). Upon reasonable request, we will provide you with documentation of the costs of these materials.

Computer System

You must, at your sole cost, purchase, use, maintain and update the computer systems (collectively, the “Computer System”) we specify from time to time for use in the operation of your Restaurant or Food Truck, and will follow the procedures related thereto that we specify in the Manual or otherwise in writing. The Computer System used in your Restaurant or Food Truck must meet the standards, specifications, and requirements established by us in the Manual or otherwise in writing. We will require, recommend or approve the office, security, telecommunications and other equipment, and the computer hardware, computer software, peripheral devices and point-of-sale, cash register and operating systems used in your Eggmania Restaurant or Food Truck. The

Computer System for your Restaurant or Food Truck must perform the functions required by us. These functions include serving as your point-of sale cash register and maintaining certain sales, financial, marketing, management and other business information for your Restaurant or Food Truck.

Your Computer System has various components, including (without limitation), designated computer hardware and software, a computerized point-of-sale system (the “**POS System**”), and related services, such as maintenance, service and support, internet access and data polling. You may be required to obtain some of these components and services directly from us, our affiliates or designated or approved suppliers. You may incur monthly fees for ISP, ASP, data polling services and the like.

We currently require that your Computer System meet the following minimum requirements: You must purchase hardware consisting of two terminals (tablet stations), one cash drawer, two printers, two kitchen printers, two kitchen display tablets, Credit Card Processing Ability, and High Speed internet merchant processing system, in the case of a Restaurant, and in the case of a Food Truck, the Toast POS Food Truck system. The required POS Software includes a non-proprietary, cloud-based POS system, Toast, which is a web-based product with a required initial investment of \$2,500 for a Restaurant. The estimated initial cost for the Computer System ranges from \$4,000 to \$5,000 for a Restaurant, and \$2,000 to \$3,000 for a Food Truck.

In the case of a Restaurant, as further parts of the Computer System, you must provide Wi-Fi access to all customers of your Restaurant. You must also purchase and install 10 to 12 high definition, high resolution security cameras, that meet our specifications, and which include DVR one month recording, for your Restaurant. We estimate that such security system will cost approximately \$5,000.

You must maintain the Computer System in good working order at all times and upgrade or update the computer hardware and software during the term of the Franchise Agreement, as we may require. You must enter into contracts for maintenance, support, upgrades and updates to the POS System and other computer systems with approved suppliers described in the Manuals, and you must purchase any updated software upgrades for the POS System or other computer systems. You will need to maintain, repair and upon receipt of written notice from us, upgrade or update your Computer System during the term of the Franchise Agreement. You are responsible for hardware repairs or replacement for systems that are no longer covered under warranty. There are no contractual limitations on the frequency or cost of this obligation. The total annual cost of maintaining, updating, upgrading, or support contracts cannot be estimated due to the continually changing nature of today's technology.

Your Computer System must be capable of connecting with our computer systems, performing the functions we designate for the Franchised Business, permitting us to review the results of your Franchised Business' operations, and engaging in any e-commerce activities that we designate. In addition, you must: (a) supply us with any and all codes, passwords and information necessary to have access to your Computer System, and not change them without first notifying us; and (b) not load or utilize any software on the Computer System that we have not specified or approved for use. You will continuously comply with each of our then-current terms of use and privacy policies (and all other requirements) regarding the Computer System, including (but not limited to) internet use.

We have a right and you are required to provide us with independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. You will not sell or use any such customer lists for any purpose other than in connection with the operation of your Franchised Business.

If we develop proprietary software programs in the future, you must use our proprietary software programs and sign our standard form Software License Agreement (our current form is Exhibit 6 to the Franchise Agreement) when you sign the Franchise Agreement. The Initial Franchise Fee includes the purchase price. You pay for any future updates or revisions. In addition, you agree to use proprietary software and software support services that either we develop and provide or which are provided by a third party supplier we designate, and you will execute any standard form software license agreement reasonably necessary to do so.

Except as described above, neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system, and there are no optional or required maintenance/upgrade contracts for the point-of-sale or computer system.

Typical Length of Time Before You Open Your Franchised Business

Generally, the opening of your Restaurant or Food Truck will take place within nine months after the date of the Franchise Agreement. Some factors which may affect this timing include your ability to locate a site, whether your Restaurant will be operated out of a converted premises or newly constructed building, the time to acquire the site through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning, other state and local requirements and any necessary licenses and permits, the timing of the delivery and installation of equipment, supplies and leasehold improvements, and the time to convert, renovate or build out the site with possible construction delays, as well as your ability to attend the Initial Training Program. You must obtain our written approval to open your Eggmania Restaurant or Food Truck. The Restaurant or Food Truck must be open for business within 12 months from the date of execution of the Franchise Agreement (the "Commencement Deadline") unless we grant you an extension, which we may choose to grant in our sole discretion. We can terminate the Franchise Agreement if you fail to open your Restaurant or Food Truck within 12 months after the date of the Franchise Agreement.

Training Program

You must staff and operate the Restaurant or Food Truck with properly trained personnel. Prior to the opening of your Restaurant or Food Truck, we will conduct and you must successfully complete an initial training program in the operation of an Eggmania Restaurant or Food Truck, as applicable ("Initial Training"). All franchise owners must attend Initial Training, which will be held at one of our Affiliate-Owned Restaurant locations in the northern New Jersey region and which consists of approximately four weeks, comprised of eight to ten hours of training per day, five days per week, and where you will cover at least one opening and one closing shift. Initial Training will include the topics identified on the chart below.

We will train up to two individuals, including you, at no additional cost. The fee to train additional persons, if trained at the same time or in connection with an already scheduled training session and with our prior consent, is \$500 for each person per week. In all cases, you are responsible for the travel and living expenses of any persons who attend Initial Training or any other training. You are also responsible for all expenses we incur in traveling to your location to provide any training or assistance. Should you or your staff fail to satisfactorily complete any portion of the Initial Training program, we may, in our sole discretion, allow you to repeat training at our then-current fee which is currently \$500 per person per week.

Training will be directed by Anup Sharma and Tejas Damle. Anup Sharma has 16 years of experience in the restaurant industry, including twelve years of experience with the Eggmania concept. Further, through his role as Executive Chef with our Affiliate-Owned Restaurants, Anup has gained extensive experience in each subject being taught. Tejas Damle has six years of experience with the Eggmania concept.

We anticipate offering our Initial Training program four to six times a year, every eight to 12 weeks throughout the year as needed.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction: History of Eggmania, Customer Service Philosophy, and our Brand Culture	2	0	Northern New Jersey Area
Marketing: Advertising Programs for Developing the Business, Promotional Offers and Collateral Materials	4	0	Northern New Jersey Area
Product Offerings: Menu, Seasonal Items and Pricing Models	2	2	Northern New Jersey Area
Personnel: Recruiting, Hiring, Training and Employee Retention	2	2	Northern New Jersey Area
Daily Operations: Opening and Closing, Inventory Management, Ordering Supplies, Health and Food Handling Standards	24	100	Northern New Jersey Area
Maintenance: Equipment, Safety and Security	4	4	Northern New Jersey Area
Finance: POS, Banking, Cash Handling and Royalty Reporting	4	2	Northern New Jersey Area
Final Assessment and Grand Opening Planning Review	6	2	Northern New Jersey Area
SUBTOTALS	48	112	
TOTAL	160		

The time periods allocated to the subjects listed in the chart above are approximations, and the time actually spent by you and your staff may vary based on the experience and performance of those being trained. Additional training may also be provided as needed. The Operations Manual will be used as the primary instructional material, in addition to videos, online materials, visual observation and verbal instructions.

In addition to the training outlined herein, we will also provide up to two days of hands-on training and support at your franchise location prior to the opening of your Restaurant, up to one week of such on-site training at the time of opening your Food Truck. Such support will include an assessment of the kitchen (if applicable) layout, equipment, production, daily operations, customer service, and a Grand Opening plan. All attendees must come prepared with knowledge of our menus, ingredients, and have a grasp of kitchen operations as per our Operations Manual. Further, all trainees must provide us with a copy of their current ServSafe® certificate and/or the local equivalent required by the jurisdiction of your Restaurant or Food Truck location, as well as any liquor certification that is required by the jurisdiction of your Restaurant location. Such pre-opening training also includes a "Soft Opening" training, which will cover breakfast, lunch and/or dinner service for a limited number of invitation only customers.

We will not permit you to commence operations of your Restaurant or Food Truck until all aspects of training have been successfully completed to our satisfaction. If additional training is required, you will be advised of the adjustments needed in order to successfully complete the Initial Training program and be approved for Grand Opening. There is no charge for our training in connection with your Grand Opening. If we determine additional training is required after that, we can charge you up to \$500 per week of additional training or re-training that we provide, per person to whom we provide such training.

We will, in our discretion, make available other ongoing continuing education and training programs, seminars or meetings (on an optional or mandatory basis) that we deem advisable. You and your designated management personnel must attend and successfully complete all ongoing continuing education and training programs and must attend all meetings, seminars, conference telephone calls that we require. You are responsible for all expenses, including travel, lodging and meals, incurred by you and your managers.

Operations Manual

Our Operations Manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the Eggmania System (the "Manual"). The Manual is confidential, copyrighted and is not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the Manual whenever we believe it is appropriate. A copy of the table of contents of the Manual as of the date of this Disclosure Document is attached hereto as Exhibit "G". The Manual has a total of 192 pages.

ITEM 12 TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, except under certain limited conditions as described in the Franchise

Agreement, we will agree not to establish or license anyone else to establish another Eggmania restaurant at any location within the “Protected Territory” that will be designated in your Franchise Agreement.

The Protected Territory (will be based on a particular area surrounding your Eggmania Restaurant or in which your Food Truck will select its actual area of operation. The size of the Protected Territory will vary from franchise to franchise and will depend on whether your location is in a rural, suburban or high-density urban area. The Protected Territory will be delineated by streets, highways, zip codes or other boundaries and will be based upon a variety of measures, including geographic barriers, radius of travel time and distance, and population counts. The address of your franchised Restaurant or Food Truck (as applicable), and your Protected Territory will be described in Schedule "A" to the Franchise Agreement or its boundaries will be drawn on a map attached to the Franchise Agreement before you sign it, and if it is a Restaurant then you will have 90 days to secure a site within this prescribed area.

The location of your Restaurant, or the Protected Territory of your Food Truck, may be changed only with our prior written consent and upon the following conditions: (a) you are in good standing under your Franchise Agreement and current in your financial obligations to us and/or our affiliates; (b) you are good standing under the lease for the current location (if a Restaurant); (c) you provide us with a financial statement covering the previous 12 months; (d) you provide us with a copy of the proposed lease for the new location (if a Restaurant); (e) you comply with required site selection and construction procedures (if a Restaurant); (f) the new location is constructed, furnished and equipped in accordance with our then-current design specifications and standards (if a Restaurant); (g) you give us 90 days written notice of the proposed relocation in the case of a Restaurant, or 21 days written notice of the proposed relocation in the case of a Food Truck; and (h) at our option, you enter into our then-current form of franchise agreement, including our then-current Royalty Fee, except that the term of the new franchise agreement will expire on the date of the prior Franchise Agreement, and no new initial franchise fee will be required. The Franchised Business must be open at the new location, or in the new Protected Territory in the case of a Food Truck, within 30 days of the closing of the prior location, unless we consent, in our sole discretion, to a 30-day extension.

We reserve all rights that we have not expressly granted to you, including the right to establish other Eggmania restaurants or food trucks, whether franchised or company-owned or affiliate-owned, at any site we deem appropriate outside the Protected Territory, regardless of proximity to your location, on such terms and conditions as we deem appropriate. We also retain the right to establish company-owned or affiliate-owned or franchisee operated businesses that sell similar products and/or services under different trade names or trademarks other than the Proprietary Marks. We may also sell services or products under the Proprietary Marks, or any other marks through any other retail outlets, and we may establish other channels of distribution providing the same or similar services under the same or a different trade name or trademark. We also reserve the right to sell menu items and related food products in other channels of distribution (like grocery stores, kiosks, Internet or other forms of e-commerce). We reserve the right to offer, grant and support franchises in other lines of business whether within or outside the Protected Territory (but not under the name “Eggmania”), and we make no representation or warranty you will have any right to participate in such franchises. We also reserve the right to operate an Eggmania restaurant and/or offer its products at certain “non-traditional locations” (meaning locations or venues at which access to the general public is restricted), some of which may be in your Protected Territory.

Eggmania restaurants that are located in non-traditional locations may be granted a Protected Territory, depending on the size of such non-traditional location, in which case we will not operate or license a third party to operate an Eggmania restaurant within such facility. We and/or our affiliates can acquire, be acquired by, merge, affiliate or dual brand with, or engage in any transaction with other businesses (whether competitive or not), with franchises or outlets located anywhere, without any liability to you. We may engage in any activity, action or undertaking that we are not expressly prohibited from taking under this Agreement. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Eggmania restaurants. If we grant you an additional franchise, you must enter into a separate Franchise Agreement with us.

Except as may be described elsewhere, neither we nor any of our affiliates have established or presently intends to establish other franchises or businesses offering similar goods or services under a different trade name or trademark. However, we and our affiliates reserve the right to do so in the future.

You may use the Internet to advertise only in compliance with the Franchise Agreement. Neither we, you or any other franchisee or any of our affiliates is restricted from soliciting customers or business from any geographic area including your Protected Territory, and no compensation is paid by you or to you based upon such sales.

We do not generally grant options, rights of first refusal or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire an additional Eggmania franchise from us if you meet our qualifications at the time you apply. We may limit the number of franchises owned by any franchise owner or its affiliates.

If we grant you a Protected Territory, it will not be altered unless we and you mutually agree to do so. It will not be affected by your sales volume. The continuation of your rights is dependent upon your satisfactory operation of your Franchised Business according to the requirements of the Franchise Agreement or any applicable addendums, but not on your attaining a particular level of sales, revenues or other contingency.

ITEM 13 TRADEMARKS

Under the Franchise Agreement, we license you to operate your Restaurant or Food Truck under the name Eggmania (and, in the case of a Food Truck, Eggmania Xpress) and to use our other current or future Proprietary Marks in the operation of your Restaurant or Food Truck. By Proprietary Marks, we mean trade names, trademarks, service marks and logos used to identify your restaurant.

The Proprietary Marks listed below are registered on the Principal Register in the United States Patent and Trademark Office (the "USPTO") on the date shown:

Registration Number	Description	Principal Or Supplemental Register of the U.S. Patent and Trademark Office	Registration Date
5007423	EGGMANIA	Principal	July 26, 2016
5017172	EGGMANIA SUNDAY HO YA MONDAYROZ KHAO ANDE (Logo)	Principal	August 9, 2016
5863407	EGGMANIA SUNDAY HO YA MONDAY ROZ KHAO ANDE 	Principal	September 17, 2019
5863401	EGGMANIA	Principal	September 17, 2019
5798125	VOLCANO BIRYANI	Principal	July 9, 2019
5677801	MANIAC CURRY	Principal	February 19, 2019
5589108	PANEER VOLCANO	Principal	October 23, 2018

We will file when due an affidavit of use and an affidavit of incontestability, as well as a renewal application, when due, for any registration.

Our affiliate, Vraj Foods IP Holder LLC, has applied for registration of the following marks on the Principal Register of the United States Patent and Trademark Office:

Principal Federal Applications

Application Number	Description Of Mark	Application Date
97/198676	LAPETI	December 31, 2021

Application Number	Description Of Mark	Application Date
97/198672	LACHKO	December 31, 2021

We do not have a federal registration of the marks referenced in the table immediately above. Therefore, those marks do not have many legal benefits and rights as a federally registered trademark. If your right to use those above marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All of the Marks listed above are owned by our affiliate, Vraj Foods IP Holder, LLC. We and Vraj IP have entered into a license agreement, dated November 10, 2021, that gives us the right to use, and license others to use, all Marks owned by Vraj IP. This license agreement may affect the franchisee in that, if the cross-license agreement is terminated, the franchisor may no longer be able to license the Eggmania System and other intellectual property to the franchisee. However, the license agreement has no provision for termination. The cross-license agreement's duration is 20 years with a right to renew for successive 20-year periods. The circumstances when the license agreement may be canceled or modified are only if both parties agree in a signed writing. Therefore, we anticipate that we will have the right to use, and to license others to use, the Marks throughout the term of the Franchise Agreement.

As of the Issuance Date of this Disclosure Document, there is no litigation pending arising out of our Proprietary Marks, and we are not aware of any superior rights in, or infringing uses of, our Proprietary Marks that could materially affect your right to use these marks. Presently, there are no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, province, territory, or region, or any court adverse to our rights in the Proprietary Marks, nor are there any pending infringement, opposition or cancellation proceedings, or any material litigation, involving the Proprietary Marks.

You must promptly notify us, in writing, if you become aware of any unauthorized use of our Proprietary Marks or other proprietary information, and you must permit us to participate in any litigation involving you and our Proprietary Marks. We will take the action we think necessary, in our business judgment, to defend you. We will indemnify, defend and hold you harmless in connection with any third-party claims that are brought against you that arise solely out of your authorized use of any Proprietary Marks in the manner we prescribe, provided you promptly notify us of the proceeding and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel, unless we approve of your use of such counsel in writing prior to you engaging counsel. We will not reimburse you for disputes where we challenge your use of our Proprietary Marks.

We do not know of either superior prior rights or infringing uses that could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in this state or any state in which a Restaurant or Food Truck is to be located. However, if anyone establishes to our satisfaction that its rights are, for any legal reason, superior to our rights as to any of the Proprietary Marks, then you must use the variances or other service marks, trademarks, or trade names as we may require.

We and our affiliates have invested substantial time, energy and money in the promotion and protection of our Proprietary Marks. We have no present intention of altering them. However, we recognize that rights in intangible property, such as the Proprietary Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which our System operates may make changes in the Proprietary Marks desirable or necessary. Accordingly, we reserve the right to change our Proprietary Marks and the specifications for each when we believe that such changes will benefit the System. You must modify or discontinue using any of the Proprietary Marks, and add new names, designs, logos or commercial symbols to the Proprietary Marks as we instruct. We may, at our sole discretion, impose changes whenever we believe the change is advisable. We will reimburse you for your documented hard expenses of complying (such as changing signs, menus, stationery, etc.). Otherwise, we do not have to compensate you for any costs you incur to make the changes we require. You will receive written notice of any change, and will be given a reasonable time to conform to our directions (including changing signage, marketing displays, trade dress and other advertising), at your sole expense.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents that are material to the franchise or have any pending patent applications. We do claim copyright protection and proprietary rights to the confidential information contained in our Manual. The Manual is described in Item 11. We also claim common law copyrights on our operational materials and on other proprietary materials specifically created by us in connection with the System, including advertising copy and design, menu design, training materials, the Operations Manual and other written materials and items that may be developed in the future. We have not applied to the U.S. Copyright Office to register these copyrights, but we reserve the right to register these copyrights in the future.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state.

You must keep confidential the Operations Manual, any supplements to the Operations Manual and any other manuals or written, electronic or online materials used in your Restaurant or Food Truck. The Manual contains information about the Eggmania System and recipes and cooking techniques we have developed. We consider this information a trade secret and highly confidential. You must use all reasonable means to keep this information confidential and to prevent any unauthorized duplication or reproduction of this information.

You must immediately inform us if you learn of any unauthorized use or infringement of, or challenge to, the copyrighted materials or any of the trade secret, proprietary or confidential information. We are not obligated to take any action but will respond to this information as we deem appropriate. We will not indemnify you for losses brought by a third party concerning your use of this information. If you develop any new concept, process or improvement in the operation or promotion of your Restaurant, you must promptly notify us and give us all necessary

information about the new process or improvement, without compensation. You agree that any of these concepts, processes or improvements will become our property, and we may use or disclose them to other franchisees, as we deem appropriate. You also agree that all customer data is our property.

Confidential Information

We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating an Eggmania Restaurant and/or Food Truck. We will provide our trade secrets, which include without limitation our recipes, and other confidential information to you during training, in the Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your Franchised Business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the confidentiality and non-competition agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. In any case where not assignable for any reason, you must irrevocably license to us all intellectual property, services, products, equipment, programs, sales, marketing, advertising and promotional programs, campaigns or materials, and sales methods you develop for the Business. We will not be liable to you in any way because of this license. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Item 17.

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

Under the Franchise Agreement, you must use your best efforts to cooperate with us to accomplish the purposes of the Franchise Agreement.

During the term of the Franchise Agreement, you (if you are a natural person) or your Operating Principal, as set forth under Schedule B to the Franchise Agreement (if you are a corporation, limited liability company, partnership or other business entity (a “Business Entity”) must devote full time and best efforts to the development and operation of the Franchised Business. Your Operating Principal must have and maintain at least a 5% ownership of the Franchised Business and have full authority to bind you regarding all operational decisions about the Franchised Business. We must approve your Operating Principal, and you must designate a qualified replacement from among your owners if your Operating Principal can no longer fulfill its responsibilities under the Franchise Agreement.

The day-to-day operation of the Franchised Business must be under the direct, on-site supervision by you (or your Operating Principal) or a manager who has been selected by you and approved by us (a "General Manager"). You (or your Operating Principal) and your General Manager must successfully complete our Initial Training program. The General Manager cannot have an interest or business relationship with any of our business competitors. The General Manager need not have an ownership interest in your corporation or partnership.

While you are not required to participate personally in the direct day-to-day operation of your Restaurant, but we recommend that you do so. Notwithstanding, you (or your Operating Principal) must participate in the Franchised Business as follows:

1. You must submit annual financial statements, including an income statement and balance sheet, prepared in accordance with generally accepted accounting principles, within 90 days of your fiscal year end, and a profit and loss statement within ten days following the end of each month;
2. You must be directly responsible for all accounting, reporting and bookkeeping;
3. You (and your approved General Manager, if you will not be the on-site supervisor) must complete Initial Training and any ongoing or other training that we require;
4. You must attend any meeting of franchisees that is called by us;
5. You must be directly involved with the site selection, construction, remodeling and all financial components of the Franchised Business;
6. You and/or your approved General Manager (who is your employee) must be directly involved in all personnel decisions; and
7. You must comply with all of our requirements relating to the supervision of your Franchised Business, including inspections, reports and guidance.

If you are a Business Entity, each of your owners must sign the Franchise Agreement and each of your owners, must individually, jointly and severally, guaranty your obligations under the Franchise Agreement and be personally bound by each term of the Franchise Agreement. Our current form of Continuing Guaranty is included in the Franchise Agreement and attached as Exhibit “5” thereto. Unless your spouse is an owner of the Franchised Business or an owner of the Business Entity that owns the Franchised Business, he or she will not be required to sign the

Franchise Agreement or a personal guaranty.

Each of your owners must sign the Franchise Agreement assuming and agreeing to discharge all obligations of the “Franchisee” under the Franchise Agreement and must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to comply with the covenants not to compete described in Item 17.

You must obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your managers and any other employees or agents who have received or will have access to our training or Confidential Information. All of the required covenants must be in substantially the form of Nondisclosure and Noncompetition Agreement attached as Exhibit “4” to the Franchise Agreement.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement provides that you must offer only the products and services that conform to our standards and specifications. These are described in our Manual and other writings, as they may be updated periodically. Unless you obtain our prior written approval, you are prohibited from (a) offering or selling services or products not authorized by us; (b) using the premises of the Franchised Business for any purpose not related to the Franchised Business; and (c) soliciting other franchisees either directly or indirectly for any other business or investment activity. You must prepare all menu items using the procedures for preparation contained in our Manual or other written instructions, and most items must be sold immediately after their preparation. You may not advertise, offer for sale, or sell any products that are damaged, deteriorated, "or out of date", as provided in the Manual or as specified on the product itself. All such inferior or nonconforming items must be withdrawn from sale and removed from the premises of the Franchised Business. We have the right to add or delete services, products, or merchandise and you must do the same on notice from us. There are no limits in our right to do so.

You must operate your Franchised Business in complete compliance with the standards and specifications set forth in the Manual, the Franchise Agreement, other agreements and instructions we provide and the requirements of the laws of the location in which your Franchised Business is located. We are entitled to make changes in our standards and specifications when, in our discretion, change is needed as a result of the market and for the development of the System. These changes may require your purchase of equipment, supplies, furnishings or other goods, the completion of additional training by your employees, or other cost to you. We cannot predict the future costs to you of such items. You must promptly conform to the modified standards and specifications at your expense.

In addition, we may, from time to time, send you promotional materials and bulletins on new systems and new sales and marketing developments and techniques. You must promptly implement and/or use the ideas and implement the changes described in these materials within your Franchised Business in a commercially reasonable manner.

You will not, except with our written permission, permit any jukeboxes, electronic games, vending machines, ATMs, newspaper racks, entertainment devices, coin or token operated machines, or gambling devices or kiosks to be used on the Restaurant premises and will not sell or allow employees to sell any tickets, subscriptions, chances, raffles, lottery tickets or pull tabs.

In addition to modifications of the Eggmania System, we may at times co-brand one or more Restaurant or Food Truck concepts which we or our affiliates operate with Eggmania System Restaurants or Food Trucks, and/or offer for sale in Eggmania System Restaurants or Food Trucks products sold in Restaurants or Food Trucks operated by us and/or our affiliates (collectively, "Co-Branding"). This Co-Branding may involve changes to the Marks, and may require you to modify the building and premises of your Eggmania System Restaurant and the furnishing, fixtures, equipment, signs and trade dress at your Eggmania System Restaurant (or, in the case of a Food Truck, altering your Food Truck). If you receive written notice of our institution of Co-Branding, you must implement the Co-Branding at your franchised Restaurant or Food Truck. The Franchise Agreement does not place any limit on our rights to require you to make changes for Co-Branding.

We do not impose any restrictions or conditions that limit your access to customers, except that you may offer catering and delivery services only with our prior written approval and according to our standards and specifications. If you obtain our prior approval to use third party aggregator services for ordering or delivery, you must provide us with your login details for sales tracking. There are no other limitations imposed by us on the persons to whom you may provide services and products, other than the general restriction that you cannot violate any applicable laws.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP – RESTAURANT FRANCHISE AGREEMENT

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

Provision	Section in Restaurant Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	Term is equal to ten years
b. Renewal or extension of the term	Section 2.2	If you are in good standing and satisfy certain conditions, you may renew for one additional ten year term (or such lesser period as remains on the lease for the premises). You will be required to pay a renewal fee equal to 20% of the then-current initial franchise fee, subject to a minimum payment of \$10,000. You will sign a release (provided that any release will not be inconsistent with any state law regulating franchising).

Provision	Section in Restaurant Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 2.2	Your renewal right permits you to remain a franchisee after the initial term of your Franchise Agreement expires. However, you must meet all conditions to renewal, including: good standing, timely notice, pay any then- current renewal fee, sign our then-current form of franchise agreement, which may contain materially different terms and conditions than the form attached to this Disclosure Document, be current in payments, and sign release; modernize your restaurant to meet then-current standards, provide evidence that you will remain at current location throughout renewed term or receive approval from us for a new location.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Section 15	We can terminate only if you default.
g. “Cause” defined – curable defaults	Sections 15.2, 15.4 and 15.5	You have 30 days to cure certain defaults listed within the section, such as failure to carry out agreement requirements, comply with standards and specifications, adequately promote the restaurant as provided in the Manuals or otherwise in writing, maintain our quality control standards, or obtain required consents or approvals.
h. “Cause” defined – non-curable defaults	Sections 15.1	Non-curable defaults include: insolvency, bankruptcy, general assignment for the benefit of creditors, appointment of a receiver or custodian, or final judgment remains unsatisfied for 30 days or more; failure to pay amounts due within 10 days after notice; failure to submit to us the financial information or other reports required by the Franchise Agreement; failure to locate an approved location or to open for business within the required time periods; abandonment of the franchise; loss of right to occupy the premises; failure to operate or maintain, or unapproved modification of the Computer System or other required systems; understatement of Gross Revenues by 2% or more; material misrepresentation or omissions; repeated excessive use of alcohol or

Provision	Section in Restaurant Franchise Agreement	Summary
		drugs; failure to comply with applicable laws and license requirements; unauthorized use of any marks or disclosure of confidential information; operation of the Franchised Business as a health, safety or welfare hazard; conviction or plea of no contest or guilty to a felony or other serious crime or offense likely to adversely affect the Proprietary Marks or the System; judgment or consent decree entered against you or your owners involving fraud or unfair/deceptive trade practices; unauthorized transfers; failure to comply with restrictive covenants, including non-solicitation and non-competition; knowingly maintain false books or records; unlawful or deceptive trade practices; failure to comply with standards and specifications not cured within 10 days after notice; termination of another franchise agreement between you and us; 3 or more defaults within any 12 month period, regardless of whether such defaults were cured or not; engaging in illegal, immoral or unethical acts in violation of our mission and values; default under the lease, or under any agreement with us or our affiliates, and failure to cure such default within the applicable cure period, regardless of whether such agreement is terminated; unapproved relocation of the Franchised Business; violation of existing confidentiality or non-competition agreements with third parties upon entering into franchise agreement; failure to maintain a qualified Operating Principal; blocking of your or your owners' property or interests under Anti-Terrorism laws; failure to complete required training; refusing us permission to inspect your business; attempts to interfere with our contractual relations; directing Eggmania programs, products or services for other purposes; breaching advertising policies and failing to remove breaching materials from public view within 3 days of notice and demand; subjecting you or us to widespread ridicule or derision; or failing to maintain required insurance.

Provision	Section in Restaurant Franchise Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Section 16	Obligations include, among others: You must cease operating the Franchised Business, cease using the Proprietary Marks and System, completely de-identify the Franchised Business, pay all amounts due to us or our affiliates, return the Manual and other proprietary materials, and comply with confidentiality requirements and post-term restrictive covenants.
j. Assignment of contract by us	Section 14.1	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	Sections 14.2, 14.3	Includes transfer of any interest in the Franchise Agreement, Franchised Business (including the assets) or Franchisee.
l. Our approval of transfer by franchisee	Sections 14.2, 14.3, 14 generally	We have the right to approve all transfers, but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 14.2, 14.3	You may transfer a non-controlling interest in you to a qualified transferee, with our prior written consent. For transfer of the Franchise Agreement or a controlling interest in you, we may require, among other things, that you (a) pay all amounts due us or our affiliates; (b) not otherwise be in default, (c) sign a general release; and (d) pay a transfer fee. The proposed transferee must meet our criteria, assume all of your obligations, attend training, renovate the Restaurant and sign our then-current form of Franchise Agreement.
n. Our right of first refusal to acquire franchisee's business	Section 14.4	We can match any offer for your business, subject to the terms and conditions set forth in the transfer agreement.
o. Our option to purchase franchisee's business	Section 15.9	In the case of early termination, we may, in our sole discretion, purchase your equipment, signs, trade fixtures, furnishings and other personal property at purchase cost with a depreciation deduction.
p. Death or disability of franchisee	Section 14.5, 14.8	The interest must be assigned to an approved transferee within 6 months and is subject to the same conditions as an <u>inter vivos</u> transfer. We may (but are not required to) operate the outlet in such circumstances temporarily in order to prevent

Provision	Section in Restaurant Franchise Agreement	Summary
		interruption of the business.
q. Non-competition covenants during the term of the franchise	Section 17.5	You and your owners may not: (a) divert any business or customer to a competitor or perform any act injurious or prejudicial to the goodwill of the Marks and the System; (b) recruit or hire any person employed by us or our franchisees; or (c) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose unrelated to the operation of the Franchised Business; or (d) have any involvement or interest in any competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.6	You and your owners may not, for two years after the expiration or termination of the Franchise Agreement: (a) divert any business or customer to a competitor or perform any act injurious or prejudicial to the goodwill of the Marks and the System; (b) recruit or hire any person employed by us or our franchisees; (c) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose unrelated to the operation of the Franchised Business; or (d) have any involvement or interest in a competitive business located within a 25-mile radius of the premises of the Franchised Business or the location of any company-owned or franchised Restaurant location in existence on the date of termination or expiration of the Franchise Agreement.
s. Modification of agreement	Sections 19, 22, 28	You must comply with the Manual, as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce the scope of the covenants.
t. Integration/merger clause	Sections 19, 22	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.

Provision	Section in Restaurant Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Not applicable	No provision for arbitration or mediation
v. Choice of forum	Section 24.2	All disputes must be instituted exclusively in a court of competent jurisdiction in New Jersey. (Subject to applicable state law.)
w. Choice of law	Section 24.1	New York law applies. (Subject to applicable state law.)

**THE FRANCHISE RELATIONSHIP –
FOOD TRUCK FRANCHISE AGREEMENT**

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

Provision	Section in Food Truck Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	Term is equal to ten years
b. Renewal or extension of the term	Section 2.2	If you are in good standing and satisfy certain conditions, you may renew for one additional ten-year term (or such lesser period as remains on your permit(s) to operate the Food Truck under local law, if applicable). You will be required to pay a renewal fee equal to 20% of the then-current initial franchise fee, subject to a minimum payment of \$10,000. You will sign a release (provided that any release will not be inconsistent with any state law regulating franchising).

Provision	Section in Food Truck Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 2.2	Your renewal right permits you to remain a franchisee after the initial term of your Franchise Agreement expires. However, you must meet all conditions to renewal, including: good standing, timely notice, pay any then- current renewal fee, sign our then-current form of franchise agreement, which may contain materially different terms and conditions than the form attached to this Disclosure Document, be current in payments, and sign release; modernize your Food Truck to meet then-current standards, provide evidence that you will remain in possession of Food Truck and remain in current Area of Operation throughout renewed term or receive approval from us for a new Area of Operation.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Section 15	We can terminate only if you default.
g. “Cause” defined – curable defaults	Sections 15.2, 15.4 and 15.5	You have 30 days to cure certain defaults listed within the section, such as failure to carry out agreement requirements, comply with standards and specifications, adequately promote the Food Truck as provided in the Manuals or otherwise in writing, maintain our quality control standards, or obtain required consents or approvals.
h. “Cause” defined – non-curable defaults	Sections 15.1	Non-curable defaults include: insolvency, bankruptcy, general assignment for the benefit of creditors, appointment of a receiver or custodian, or final judgment remains unsatisfied for 30 days or more; failure to pay amounts due within 10 days after notice; failure to submit to us the financial information or other reports required by the Franchise Agreement; failure to locate an approved area of operation or to open for business within the required time periods; abandonment of the franchise; loss of right to occupy the premises; failure to operate or maintain, or unapproved modification of the Computer System or other required systems; understatement of Gross Revenues by 2% or more; material misrepresentation

Provision	Section in Food Truck Franchise Agreement	Summary
		or omissions; repeated excessive use of alcohol or drugs; failure to comply with applicable laws and license requirements; unauthorized use of any marks or disclosure of confidential information; operation of the Franchised Business as a health, safety or welfare hazard; conviction or plea of no contest or guilty to a felony or other serious crime or offense likely to adversely affect the Proprietary Marks or the System; judgment or consent decree entered against you or your owners involving fraud or unfair/deceptive trade practices; unauthorized transfers; failure to comply with restrictive covenants, including non-solicitation and non-competition; knowingly maintain false books or records; unlawful or deceptive trade practices; failure to comply with standards and specifications not cured within 10 days after notice; termination of another franchise agreement between you and us; 3 or more defaults within any 12 month period, regardless of whether such defaults were cured or not; engaging in illegal, immoral or unethical acts in violation of our mission and values; default under the lease (if applicable), or under any agreement with us or our affiliates, and failure to cure such default within the applicable cure period, regardless of whether such agreement is terminated; unapproved relocation of the Franchised Business' Area of Operation; violation of existing confidentiality or non-competition agreements with third parties upon entering into franchise agreement; failure to maintain a qualified Operating Principal; blocking of your or your owners' property or interests under Anti-Terrorism laws; failure to complete required training; refusing us permission to inspect your business; attempting to interfere with our contractual relations; directing Eggmania programs, products or services for other purposes; breaching advertising policies and failing to remove breaching materials from public view within 3 days of notice and demand; subjecting you or us to widespread ridicule or derision; or failing to maintain required insurance.

Provision	Section in Food Truck Franchise Agreement	Summary
i. Franchisee's obligations on termination / non- renewal	Section 16	Obligations include, among others: You must cease operating the Franchised Business, cease using the Proprietary Marks and System, completely de-identify the Franchised Business, pay all amounts due to us or our affiliates, return the Manual and other proprietary materials, and comply with confidentiality requirements and post-term restrictive covenants.
j. Assignment of contract by us	Section 14.1	No restriction on our right to assign.
k. "Transfer" by franchisee – definition	Sections 14.2, 14.3	Includes transfer of any interest in the Franchise Agreement, Franchised Business (including the assets) or Franchisee.
l. Our approval of transfer by franchisee	Sections 14.2, 14.3, 14 generally	We have the right to approve all transfers, but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 14.2, 14.3	You may transfer a non-controlling interest in you to a qualified transferee, with our prior written consent. For transfer of the Franchise Agreement or a controlling interest in you, we may require, among other things, that you (a) pay all amounts due us or our affiliates; (b) not otherwise be in default, (c) sign a general release; and (d) pay a transfer fee. The proposed transferee must meet our criteria, assume all of your obligations, attend training, renovate the Restaurant and sign our then- current form of Franchise Agreement.
n. Our right of first refusal to acquire franchisee's business	Section 14.4	We can match any offer for your business, subject to the terms and conditions set forth in the transfer agreement.
o. Our option to purchase franchisee's business	Section 15.9	In the case of early termination, we may, in our sole discretion, purchase your Food Truck and associated tangible assets, at purchase cost with a depreciation deduction.
p. Death or disability of franchisee	Section 14.5, 14.8	The interest must be assigned to an approved transferee within 6 months and is subject to the same conditions as an <u>inter vivos</u> transfer. We may (but are not required to) operate the outlet in such circumstances temporarily in order to prevent

Provision	Section in Food Truck Franchise Agreement	Summary
		interruption of the business.
q. Non-competition covenants during the term of the franchise	Section 17.5	You and your owners may not: (a) divert any business or customer to a competitor or perform any act injurious or prejudicial to the goodwill of the Marks and the System; (b) recruit or hire any person employed by us or our franchisees in a managerial capacity; or (c) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose unrelated to the operation of the Franchised Business; or (d) have any involvement or interest in any competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.6	You and your owners may not, for two years after the expiration or termination of the Franchise Agreement: (a) divert any business or customer to a competitor or perform any act injurious or prejudicial to the goodwill of the Marks and the System; (b) recruit or hire any person employed by us or our franchisees in a managerial capacity; (c) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose unrelated to the operation of the Franchised Business; or (d) have any involvement or interest in a competitive business located within a 10-mile radius of the premises of the Protected Area of the Franchised Business or the Protected Area of any company-owned or franchised Food Truck location in existence on the date of termination or expiration of the Franchise Agreement.
s. Modification of agreement	Sections 19, 22, 28	You must comply with the Manual, as amended. Franchise Agreement may not be modified unless mutually agreed to in writing, except we may reduce the scope of the covenants.
t. Integration/merger clause	Sections 19, 22	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.

Provision	Section in Food Truck Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Not applicable	No provision for arbitration or mediation
v. Choice of forum	Section 24.2	All disputes must be instituted exclusively in a court of competent jurisdiction in New Jersey. (Subject to applicable state law.)
w. Choice of law	Section 24.1	New York law applies. (Subject to applicable state law.)

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission'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 the potential performance of a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Viral Patel at 14 Liberty Avenue, Jersey City, New Jersey 07306, the Federal Trade Commission, and the appropriate state agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION*

Table No. 1
System wide Outlet Summary
For Years 2020 to 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised Restaurants	2020	0	0	0
	2021	0	2	2
	2022	2	3	+1
Affiliate-Owned Restaurants	2020	2	2	0
	2021	2	2	0
	2022	2	3	+1
Total Outlets	2020	2	2	0
	2021	2	4	2
	2022	4	6	+2

Table No. 2
Transfers of Outlets from Franchisees To New Owners
(Other than the Franchisor)
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All states	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

* Note: the numbers in the Item 20 tables are all Restaurants, no Food Trucks. There have not yet been established any Food Trucks as of the date of this Disclosure Document.

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

Column 1 State	Column2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Illinois	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
All other states	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	1	0	0	0	0	3

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Table No. 4
Status of Company-Owned Restaurants
For Years 2020 to 2022

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets sold to Franchisees	Outlets at End of the year
New Jersey	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
Pennsylvania	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
All other states	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	4
	2022	2	1	0	0	0	3

Table No. 5
Projected Openings as of December 31, 2022

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company or Affiliate Owned Outlets in the Next Fiscal Year
California	0	1	0
Connecticut	0	1	0
Florida	0	1	0
Georgia	0	0	1
Maryland	0	1	0
New York	0	0	1
Pennsylvania	1	1	1
Texas	1	1	1
Total	2	6	4

Current franchisee information (as of 12/31/2022), including Business addresses and telephone

numbers, are disclosed in Exhibit "C" to this Disclosure Document. Exhibit "C" also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within ten weeks of the issuance of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

The following documents are attached to this Disclosure Document as Exhibit "B": our audited financial statements as of December 31, 2022, December 31, 2021 and December 31, 2020.

Our fiscal year end is December 31.

We make no representation regarding our income, earnings, anticipated growth or that of the System, or the viability of the business opportunity being offered under the Franchise Agreement.

ITEM 22 CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibits "A-1" and "A-2". These agreements include:

A-1: Restaurant Franchise Agreement and the following attachments:

Schedule "A":	Approved Location; Protected Territory
Schedule "B":	Franchisee Identification and Ownership
Exhibit "1":	Authorization Agreement for Prearranged Payment
Exhibit "2":	Option to Assume Lease
Exhibit "3":	Sublease Agreement with Franchisor
Exhibit "4":	Non-Disclosure and Non-Compete Agreement
Exhibit "5":	Continuing Guaranty
Exhibit "6":	Franchisor's Form of Software License Agreement

A-2: Food Truck Franchise Agreement and the following attachments:

Schedule "A":	Approved Area of Operation; Protected Territory
Schedule "B":	Franchisee Identification and Ownership
Exhibit "1":	Authorization Agreement for Prearranged Payment
Exhibit "2":	Option to Assume Lease
Exhibit "3":	[Reserved]
Exhibit "4":	Non-Disclosure and Non-Compete Agreement
Exhibit "5":	Continuing Guaranty

Exhibit “6”: Franchisor’s Form of Software License Agreement

ITEM 23 RECEIPTS

Two copies of a detachable receipt are located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address:

Attention: Viral Patel
Vraj Franchisor LLC
14 Liberty Avenue
Jersey City, New Jersey 07306
franchisee@eggmania.com

The duplicate is for your records.

[Remainder of page intentionally left blank]

Exhibit A-1

FORM OF RESTAURANT FRANCHISE AGREEMENT

VRAJ FRANCHISOR, LLC

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EGGMANIA
RESTAURANT FRANCHISE AGREEMENT

This Restaurant Franchise Agreement (the "**Agreement**" or "**Franchise Agreement**") is made and entered as of _____ (the "**Effective Date**"), by and between VRAJ FRANCHISOR, LLC, a New Jersey limited liability company, with the principal business address of 14 Liberty Avenue, Jersey City, New Jersey 07306 (the "**FRANCHISOR**", "**we**", "**us**" or "**our**") and _____, with the current address of _____ (the "**FRANCHISEE**", "**you**" or "**your**").

WITNESSETH:

WHEREAS, we and/or our affiliates, over a consolidated time period and with considerable effort, have developed a distinctive business system, which we may improve, further develop, or otherwise modify from time to time, for opening and operating businesses that operate restaurants and/or food trucks which offer quality food with a focus on high-level Indian cuisine, that is prepared fresh and cooked to order, in addition to alcoholic (in the case of Restaurants) and non-alcoholic beverages, in a distinctive atmosphere under the name "Eggmania" (the "**System**"), and related products and services;

WHEREAS, we have the right and authority to license the use of the name Eggmania and other trademarks, trade names, service marks, logos, commercial symbols, phrases, slogans and tag lines designated by us in writing now owned, licensed or developed by us (the "**Marks**" or the "**Proprietary Marks**") for use in connection with the Eggmania System to selected persons, businesses, or entities that will comply with our uniformity requirements and quality standards;

WHEREAS, we will continue to develop, use and control the use of the Marks in order to identify for the public the source of the products and services marketed under the Eggmania System, and to represent to the public our System's uniformity requirements and quality standards as established and promulgated from time to time by us;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive decor, color scheme, and furnishings; uniform standards, specifications, and procedures for operations; consistency and uniformity of products and services offered; procedures for quality control; training and assistance; and advertising and promotional programs, all of which we may be change, improve, and further develop by from time to time;

WHEREAS, you understand and acknowledge the importance of the high standards of quality, appearance, procedures, controls, cleanliness, and service established by us, and the necessity of operating your Eggmania restaurant in strict conformity with the standards and specifications established by us;

WHEREAS, you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all facilities and outlets which operate pursuant to the System and thereby to protect and preserve the goodwill of the Proprietary Marks; and

WHEREAS, you acknowledge that any assistance, approval or advice given by us under or in connection with this Agreement shall not constitute a warranty or guaranty of the financial success of your Eggmania restaurant. You further acknowledge that we have advised you that prior business management experience is critical for your success, and prior business ownership experience is highly desirable. We grant Eggmania franchises to qualified candidates for the right to develop and operate an Eggmania restaurant (each an "**Eggmania restaurant**", the "**Franchised Business**" or the "**Restaurant**").

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth in this Agreement, mutually agree as follows:

1. GRANT.

1.1 Grant. You have applied for an Eggmania franchise to operate an Eggmania restaurant within the Protected Territory (as defined below) that is approved by us, and we have approved such application in reliance upon all of the representations made in your application, which you hereby verify to be accurate and complete. We therefore grant to you, upon the terms and conditions contained in this Agreement, the right and license to: (a) independently manage and operate one Eggmania restaurant in strict conformity with our standards and specifications, as they may be changed, improved and further developed from time to time; (b) use the Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Marks and the System), and in accordance with the marketing strategies that we establish for the System; and (c) to do all of the things described in (a) and (b) above only within the Protected Territory agreed to by us. You accept this license and agree to perform all of your obligations in connection therewith as set forth in this Agreement.

You do not have the right to franchise, sub-franchise, license or sublicense your rights under this Agreement. You do not have the right to assign this Agreement or your rights under this Agreement, except as specifically provided for herein.

1.2 Approved Location. We grant you the right to operate one Eggmania restaurant in conformity with our System using the name Eggmania and other specified Marks only at the Approved Location described in Schedule "A" to this Agreement. The term "Approved Location" means the street address of the location for the Restaurant that we approve under the terms of this Agreement. If the site of the Restaurant has not been determined as of the Effective Date of this Agreement, then we will designate the geographical area in which the Franchised Business is to be located. Upon our approval, we will insert its address into Schedule "A", and it will be the Approved Location.

The establishment by you of additional Restaurants requires additional franchises from us and the payment to us of additional franchise fees. You will not relocate your Restaurant without our express prior written consent.

1.3 Protected Territory and Exclusions. You will receive a protected territory, but you will not be granted an exclusive territory. During the term of this Agreement, and except as otherwise provided in this Agreement, we agree not to establish, nor license any other person to establish, another Eggmania restaurant at locations within the Protected Territory specified in Schedule "A" to this Agreement. These restrictions will terminate immediately upon the expiration

or termination of this Agreement for any reason. If your Protected Territory overlaps with a protected territory with another existing franchisee, the overlapping area will be excluded from your Protected Territory. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Eggmania restaurants.

1.4 Reservation of Certain Rights. We reserve all rights that we have not expressly granted to you, including the right to establish other Eggmania restaurants or other businesses, whether franchised or company-owned or affiliate-owned, at any site we deem appropriate outside the Protected Territory, regardless of proximity to your location, on such terms and conditions as we deem appropriate. We also retain the right to establish company-owned or affiliate-owned or franchisee operated businesses that sell similar products and/or services under different trade names or trademarks other than the Proprietary Marks. We may also sell services or products under the Proprietary Marks, or any other marks through any other retail outlets, and we may establish other channels of distribution providing the same or similar services under the same or a different trade name or trademark. We also reserve the right to sell menu items and related food products in other channels of distribution (like grocery stores, kiosks, Internet or other forms of e-commerce). We reserve the right to offer, grant and support franchises in other lines of business whether within or outside the Protected Territory (but not under the name “Eggmania”), and we make no representation or warranty you will have any right to participate in such franchises. We also reserve the right to operate an Eggmania restaurant and/or offer its products at certain non-traditional locations, some of which may be in your Protected Territory. Eggmania restaurants that are located in non-traditional locations may be granted a Protected Territory, depending on the size of such non-traditional location, in which case we will not operate or license a third party to operate an Eggmania restaurant within such facility. As used herein, “non-traditional locations” means locations or venues at which access to the general public is restricted and include sports arenas and venues; theatres; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospitals and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation. We and/or our affiliates can acquire, be acquired by, merge, affiliate or dual brand with, or engage in any transaction with other businesses (whether competitive or not), with franchises or outlets located anywhere, without any liability to you. We may engage in any activity, action or undertaking that we are not expressly prohibited from taking under this Agreement. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Eggmania restaurants. If we grant you an additional franchise, you must enter into a separate Franchise Agreement with us.

You further agree that, both within and outside the Territory, we and/or our affiliates alone have the right to sell System programs, products and services to National, Regional and Institutional Accounts. “National, Regional and Institutional Accounts” are organizational or institutional customers whose presence is not confined to your Protected Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Protected Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Protected Territory. Only we will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within your Protected Territory). If we

receive orders for any Eggmania products or services calling for delivery or performance in your Protected Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Eggmania franchisee may serve the customer within your Protected Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Manual which we will lend to you during the term of this Agreement.

We do not have to pay you if we exercise any of the rights specified above in your Protected Territory. The designation of your Approved Location and Protected Territory herein does not grant exclusivity of marketing territory or customers. All Eggmania restaurants may sell their products and services to any customer. We retain the right to sell any product under our Marks or any other name or mark to any customer within the foregoing territory, including the exclusive right to all wholesale sales. We may also establish policies regarding your off-site marketing and promotion, which will be set forth in the Operations Manual or otherwise in writing.

1.5 Relocation. You cannot relocate your Restaurant without our express prior written consent, and you must satisfy the following conditions:

1.5.1 You are in good standing under the Agreement and current in your financial obligations to us and our affiliates;

1.5.2 You must deliver to us a current financial statement, including a profit and loss statement for the Franchised Business during the last 12 months of operation at the former location and a copy of the proposed lease for the new location;

1.5.3 You must comply with such reasonable site selection and construction procedures as we may require;

1.5.4 The new location must be constructed, furnished and equipped in accordance with our then-current design specifications and standards for an Eggmania restaurant;

1.5.5 You must be current on all of your financial obligations to us and our affiliates;

1.5.6 You must give us written notice of the proposed relocation at least 90 days before the relocation date;

1.5.7 You must reimburse us for any reasonable costs we incur in considering your relocation request; and

1.5.8 At our option, you enter our then-current form of franchise agreement, including our then-current royalty fee, except that the term of the new franchise agreement will expire on the date of the prior Franchise Agreement, to conform it to our then-

current form of Franchise Agreement, and there will be no requirement for a new initial franchise fee.

The Restaurant must be open for business in the new location within 30 days, unless we consent, in our sole discretion, to a 30 day extension. Any failure to provide us with 90 days' advance written notice of the proposed relocation, or to relocate the Franchised Business within the required time period, will be a material default under this Agreement, and we will have the right to terminate this Agreement.

1.6 Modifications to the System. You understand and agree that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, population, consumer trends, social trends and other market place variables, and if it is to best serve the interests of us, you and all other Eggmania franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System, including, without limitation, altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition or other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and, changing, improving, modifying or substituting the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations. You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed. Except as provided herein, we shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby.

2. TERM AND RENEWAL.

2.1 Initial Term. Except as otherwise provided herein, the term of this Agreement will be for ten years commencing on the Effective Date of this Agreement; provided however, that if you lease the business premises, and the lease agreement for your business premises is terminated prior to the expiration of the term of this Agreement, we may, at our option, terminate this Agreement.

2.2 Renewal Term. You may, subject to our approval in our sole discretion, continue the Restaurant for one additional ten year term, or such period as remains on the lease underlying the initial term of this Agreement, if such period is shorter than ten years, subject to the following conditions which must be met prior to the renewal period, unless and to the extent expressly waived in writing by us:

2.2.1 You must give us written notice of your election to renew this Agreement not less than six months nor more than 12 months prior to the end of the current term of this Agreement;

2.2.2 At least four months prior to the expiration of the current term of this Agreement, we will have the right to inspect the Franchised Business and give notice of all required modifications to the nature and quality of the services and products offered at the

Franchised Business, your advertising, marketing and promotional programs, your financial and inventory control systems, and the maintenance, refurbishing, equipment upgrade and replacement, renovating and remodeling necessary to comply with our then current standards and specifications and with the requirements of the lease for the Restaurant. If you elect to renew this Agreement, then you shall complete, to our satisfaction, all such required modifications, as well as adopt and implement any new methods, programs, modifications, techniques or operational systems required by our notice no later than one month prior to expiration of the current term of this Agreement;

2.2.3 You must not be in default of any provision of this Agreement, any amendment of or successor to this Agreement, or any other agreement between you and us or our subsidiaries, affiliates and suppliers. You must have substantially complied with all of the terms and conditions of such agreements during the terms thereof;

2.2.4 You must have satisfied all monetary obligations owed to us and suppliers and shall have timely met those obligations throughout the term of this Agreement;

2.2.5 You must execute upon renewal our then current form of Franchise Agreement. The new Franchise Agreement shall supersede in all respects this Agreement, and may differ from the terms of this Agreement, including, without limitation, the requirement of a higher percentage royalty fee and/or advertising contributions, and the term will expire in accordance with the renewal term as outlined above;

2.2.6 You must pay us a renewal fee equal to 20% of the then-current initial franchise fee, subject to a minimum payment of \$10,000, payable by new franchisees;

2.2.7 You (or your operating principal) and your approved manager must attend and successfully complete, to our satisfaction, our then current qualification and training program(s), at your expense;

2.2.8 You, your owners, directors and officers must execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our respective officers, directors, agents and employees; however, such release will not be inconsistent with any state law regulating franchising;

2.2.9 You must present evidence satisfactory to us that you have the right to remain in possession of the premises where the Franchised Business is located for the duration of the renewal term (or, if applicable, sign a renewal Lease Agreement with us on our then-current form, which may vary materially from our current form);

2.2.10 You must refurbish the Restaurant (to the extent we deem necessary) to conform to the then-current Eggmania design and decor, trade dress, color scheme and presentation of trademarks and service marks consistent with the design concepts then in effect for new Eggmania restaurants licensed to operate under the System;

2.2.11 Your operation and management of your Restaurant shall be in full compliance with the System; and

2.2.12 You must maintain and be in good standing with all necessary and applicable licenses and permits.

In the event that any of the foregoing conditions to renewal have not been met at least one month prior to the expiration of the current term of this Agreement, then we will have no obligation to renew this Agreement and will give you at least 30 days prior written notice of our intent not to renew this Agreement, which notice shall set forth the reasons for such refusal to renew. Your right to renew this Agreement is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of expiration, in addition to your compliance with the obligations described above. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate or not renew this Agreement or requires longer notice or cure periods than those set forth in this Agreement, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination or non-renewal required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination or non-renewal of this Agreement.

3. DUTIES OF FRANCHISOR.

Before you open your Eggmania restaurant:

3.1 If the location for your Restaurant has not been approved at the time you sign the Franchise Agreement, we will designate in writing to you a geographic area (the “**Designated Area**”) where the Restaurant is to be located.

3.2 We will provide you our criteria for Restaurant locations and will review the potential locations that you submit to us. Generally, we do not own the premises and do not lease it to you. You will be responsible for selecting and securing the location for your Restaurant.

The Restaurant must be operated from a commercial location. You must submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for the site at which you propose to establish and operate your Restaurant. In approving or disapproving any proposed site, we will consider the demographics of the market area, traffic patterns, a description of the character of the neighborhood, the competition in the area of the proposed site, the size, appearance and other characteristics of the premises of the proposed site of your Restaurant and other information we may request from you.

We will approve or disapprove the proposed site for your Restaurant and will make reasonable efforts to approve or disapprove your proposed site within 30 days after we receive notice of the location from you. If you have not heard from us, the proposed site is deemed disapproved.

We will review the proposed lease for the site you select for your Restaurant. This review will be to determine whether the lease complies with the terms of the Franchise Agreement, and not to provide any business, economic, legal or real estate advice. You must obtain our approval of the lease or sublease (or any modification or amendment) for the location before you sign it or any renewal of it. A condition to our approval of the lease (or sublease) is the execution by you, the landlord and us of the Option to Assume Lease Agreement (a copy of which is attached as

Exhibit "2" to the Franchise Agreement. Alternately, we have the option in our business judgment to act as sublessor to you, in which case we will provide to you the form of lease agreement (our current form of which is attached to this Franchise Agreement as **Exhibit "3"**). We can terminate the Franchise Agreement if you fail to execute a lease or purchase agreement for a site approved by us within five months after you sign the Franchise Agreement.

3.3 We will furnish you with mandatory and suggested specifications for an Eggmania restaurant, including requirements for dimensions, design, color scheme, image, interior layout, decor, fixtures, equipment, signs and furniture. We will approve your plans and specifications if they meet our requirements. You are solely responsible for developing and constructing the site for your Restaurant, for all expenses associated with it, and for compliance with the requirements of any applicable federal, state or local law.

3.4 We will provide you with a written schedule of all foods, food items, beverages, furniture, fixtures, supplies and equipment required for your Eggmania restaurant.

3.5 We will provide a list of the designated and approved suppliers for the products and services required by us for use or sale in your Eggmania restaurant.

3.6 We will loan you, for your sole use, one copy of the Operations Manual. The Operations Manual is confidential and remains our property during and after the term of the Franchise Agreement.

3.7 We will provide you with our Initial Training program, which is described below. You must staff and operate the Restaurant with properly trained personnel. Prior to the opening of your Restaurant, we will conduct an initial training program in the operation of an Eggmania restaurant ("**Initial Training**"). All franchise owners must attend and successfully complete Initial Training, which will be held at one of our Affiliate-Owned Restaurant locations in the northern New Jersey region and which consists of approximately four (4) weeks, comprised of eight to ten hours of training per day, five days per week, and where you will cover at least one opening and one closing shift.

We will train up to two individuals, including you, at no additional cost. The fee to train additional persons, if trained at the same time or in connection with an already scheduled training session and with our prior consent, is \$500 for each person per week. In all cases, you are responsible for the travel and living expenses of any persons who attend Initial Training or any other training. You are also responsible for all expenses we incur in traveling to your location to provide any training or assistance. Should you or your staff fail to satisfactorily complete any portion of the Initial Training program, we may, in our sole discretion, allow you to repeat training at our then-current fee of \$500 per person per week.

As an additional part of the Initial Training, we will also provide up to two days of hands-on training and support at your franchise location prior to the opening of your Restaurant. Such support will include an assessment of the kitchen layout, equipment, production, daily operations, customer service, and a Grand Opening plan. All attendees must come prepared with knowledge of our menus, ingredients, and have a grasp of kitchen operations as per our Operations Manual. Further, all trainees must provide us with a copy of their current ServSafe® certificate and/or the local equivalent required by the jurisdiction of your Restaurant location, as well as any liquor certification that is required by the jurisdiction of your Restaurant location. Such pre-opening training also includes a "Soft Opening" training, which will cover breakfast, lunch and/or dinner

service for a limited number of invitation only customers.

We will not permit you to commence operations of your Restaurant until all aspects of training have been successfully completed to our satisfaction. If additional training is required, you will be advised of the adjustments needed in order to successfully complete the Initial Training program and be approved for Grand Opening.

We will lend you one copy of our confidential operating manuals (the "Manual"). The Manual may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; computer software; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. The Manual will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your Franchised Business. You agree to operate your Franchised Business in strict compliance with the Manual. We have the right to prescribe additions to, deletions from or revisions of the Manual (the "Supplements to the Manual"), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you. You acknowledge that we are the owner of all proprietary rights in the Manual and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Manual other than a license to use it and comply with it during the term of this Agreement.

After the Opening of Your Eggmania restaurant:

3.8 We will provide the general assistance and field support deemed by us, in our discretion, to be helpful to you in the ongoing operation, advertising and promotion of your Restaurant.

3.9 We will continue our efforts to establish and maintain high standards of quality, customer satisfaction and service.

3.10 We will periodically visit and review your Restaurant and provide written reports to you if we deem appropriate.

3.11 We will furnish guidance to you with respect to: (a) specifications, standards and operating procedures, including providing suggested retail prices; (b) purchasing approved equipment, fixtures, signs, inventory, and operating materials and supplies; and (c) development and implementation of local advertising and promotional programs. Such guidance will, in our discretion, be furnished in the form of the Operations Manual, bulletins, written reports and recommendations, other written materials, refresher training programs and/or telephonic consultations or consultations at our offices.

3.12 At your request, or if we in our sole discretion deem it necessary, we may periodically furnish you the services of a representative, whether in person or telephonically or via consultations held at our office, to provide additional operating assistance.

3.13 We will provide you with updates, revisions and amendments to the Manual

as we deem necessary. We may periodically modify the Manual but these modifications will not alter your fundamental status and rights under the Franchise Agreement.

3.14 We will provide additional training if, during the term of the Franchise Agreement, you hire a new member of your management staff who has not attended and successfully completed the training program or we determine that additional training is necessary. You are required to pay any costs we incur in connection with providing such training, and we also reserve the right to charge you our then-current Additional Training Fee. We may, in our discretion, require you or any of your employees to participate in, at your expense (meaning you pay for your staff's own travel, lodging, meals and wages), refresher training programs at a location we designate. In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. We reserve the right to require you (if an individual) and your General Manager to attend each annual conference, convention or training session at your sole expense (including travel, lodging, food and other living expenses).

3.15 We will provide you with pre-opening support, wherein our corporate representative will be on-site at your Restaurant to provide on-site support, if we reasonably deem appropriate, provided that you reimburse us for the associated travel, lodging, meals and wages of our representatives.

3.16 After you have opened your Eggmania Restaurant, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

4. FEES.

4.1 Initial Franchise Fee. The initial franchise fee for one Restaurant is \$50,000 (the "**Initial Franchise Fee**"), to be paid when you execute this Agreement. In all cases, the Initial Franchise Fee will be deemed fully earned and non-refundable upon execution of this Agreement. The Initial Franchise Fee is solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

4.2 Royalty Fee. During the Term, you shall pay to us, without offset, credit or deduction of any nature, a continuing, non-refundable weekly royalty fee equal to 6.5% of the Gross Revenues (as defined herein) of your Franchised Business (the "**Royalty Fee**") in the First Year, and 7.0% of the Gross Revenues of your Franchised Business after the First Year. As used herein, "**First Year**" means the first 365-day period from the date you open the franchised Restaurant to the public. The Royalty Fee shall be due and payable in accordance with the terms set forth herein. The Royalty Fee is solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

4.3 Brand Fund Contribution. As of the date of this Disclosure Document, each week, you are required to contribute to the Brand Development Fund an amount equal to 2% (two percent) of your weekly Gross Revenues ("**Brand Fund Contributions**") during the First Year,

and 1% (one percent) of your weekly Gross Revenues after the First Year. However, we reserve the right to increase this amount up to 3% of your weekly Gross Revenues at any time.

4.4 Technology Fee. As of the date of this Disclosure Document, you are required to pay us a Technology Fee equal to \$150 each month, payable with your first Royalty Fee payment of each month. The Technology Fee covers website development and maintenance, as well as support of our e-mail and social media systems, creating and improving productivity tools used in your Franchised Business, new payment systems; implementation of blockchain and/or cryptocurrency tools to facilitate business; payments to vendors for providing services related to technology maintenance, upgrading and system changes; data analytics; technology pilot programs; data security devices, practices, procedures, designs and consultations regarding same; data storage, backup and support; research and focus groups pertaining to relevant technology; applications for intellectual property registration and/or protection of technology that is or becomes part of the Eggmania Manual; any technological innovations, tools, consulting and processes to help facilitate, make more attractive and/or promote the business of Eggmania Restaurants. We reserve the right to increase the Technology Fee upon 30 days written notice to you to the extent that associated supplier pricing increases or broader technological changes in the industry require it, in our business judgment.

4.5 Grand Opening Program. You must spend a minimum of \$6,000 on a grand opening advertising and promotional program for your Eggmania restaurant during the period encompassing 60 days before and 90 days after its opening (the “**Grand Opening Program**”). The Grand Opening Program will use the marketing, advertising and public relations program, media and materials we have developed or approved and is separate from your other marketing requirements. At our request, you must submit appropriate documentation to verify compliance with this obligation. We may require you to report to us the details of how many coupons or discount codes were used, in order to track the efficiency of your marketing if it is done through any media platform or mail services. We may also require you to collect and report to us details on how your customers heard about Eggmania restaurants when they visit for the first time.

4.6 [Reserved]

4.7 Management Fee. In the event we choose to operate your Restaurant, at our option, in order to avoid interruption of business operations, due to your death, mental incapacity or other disability, or we elect to purchase the business assets upon expiration or termination of the Franchise Agreement, or you operate the Franchised Business in a manner that presents a danger to the health or safety of any person, or for any other reason, you will be required to pay us a Management Fee in the amount of 20% of your monthly Gross Revenue, in addition to any expenses we incur. The Management Fee will be payable to us in addition to any other Royalty Fee or Brand Fund Contribution, or any other funds to which we are entitled. We will not be obligated to operate your Franchised Business. If we do so (or appoint a third party to do so, which we reserve the right to do in this circumstance), neither we nor the third party will be responsible for any operational losses of the Franchised Business, nor will we or the third party be obligated to continue operating the Franchised Business. We (or such a third party) shall have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your franchised Eggmania Restaurant incurs, or to any of your creditors for any products, other assets, or services the Restaurant purchases, while we (or a third party) manage it.

4.8 Frequency and Manner of Payment. The continuing weekly payments required by Sections 4.2 and 4.3 will be collected by us via ACH every Tuesday, for the sales week ending the immediately preceding Sunday. The continuing monthly payments required by Section 4.4 will be collected by us via ACH on the day of your first Royalty Fee payment each month. Such payments shall be made in accordance with a direct debit program with your bank for the electronic payment of continuing franchise and advertising or sales promotion fees. You must provide us with all consents, authorizations and bank account data necessary to effect such electronic payment. Our EFT authorization form is attached hereto as **Exhibit "1"** to this Agreement. Notwithstanding the above, we reserve the right to change the time when the payments required by this Section 4 must be paid. We reserve the right to require that payments be made by telegraphic transfer to a bank account designated by us, by auto-draft arrangement, or by such other means as we may specify from time-to-time. Any payment or report not actually received by us on or before the due date will be deemed overdue.

4.9 Late Payments and Insufficient Funds Fee. For any payment that is overdue by at least five days or more, you will pay interest on such amount from the date it was due until paid at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, calculated on a daily basis. Entitlement to such interest and late charge will be in addition to any other remedies we may have. You will owe us an Insufficient Funds Fee of \$50 for any payment where there are insufficient funds to cover any direct debits that we submit to your bank.

4.10 Gross Revenues Defined. "Gross Revenues" will mean the total revenues and income from all guests or customers of your Restaurant, and will include all cash, credit card, and credit sales made by you of every kind and nature made, derived or received, directly or indirectly, at, from, by or in connection with or on account of the operation of your Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the services or goods received), on credit (whether or not you ultimately receive payment on credit transactions) or otherwise, including, but not limited to, all dollars and other income received from the following: (a) the sale of all food, beverages and products, including alcoholic and nonalcoholic beverages and drinks; (b) the sale of any and all goods, products, merchandise or items sold under any of the Proprietary Marks; (c) all payments received from or for vending machines, telephones and electronic and other amusement games; (d) all payments received from or for slot machines, and gaming machines; (e) all payments received from or for lotteries, lottery tickets and pull tabs; (f) all sales from the catering of food, beverages and products; (g) all sales from the delivery of foods, beverages and products; (h) all sales of foods, beverages or products for any banquet service; (i) all sales from the carry-out / take-out of foods, beverages and products; (j) all sales of foods, beverages and products at any locations or sites other than the franchised location; (k) all payments received from or for the redemption of gift cards and gift certificates by your Restaurant; (l) all payments received from business interruption insurance payments made to you by any insurance company; (m) the sale of all foods, beverages and products to your employees including sales from discounted meals provided to employees and actually paid for by employees; (n) digital and online sales including through third-party ordering and/or delivery aggregators; and (o) special events and revenues and income from permitted non-restaurant operations conducted under or using the Marks. "Gross Revenues" will not include: (a) 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; (b) the sale (as opposed to the redemption) of coupons,

gift cards or vouchers by your Restaurant (as further detailed below); (c) the value of complimentary foods, beverages and products, such as house charges; and (d) the one-time sale of any FF&E or any inventory items to a purchaser.

We may, from time to time, authorize certain other items to be excluded from Gross Revenues. Any such permission may be revoked or withdrawn at any time in writing by us in our sole discretion. The following are included within the definition of Gross Revenues described except as noted below:

(a) The full value of meals furnished to your employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Revenues during the week in which the meals were furnished for the purpose of determining the amount of Gross Revenues upon which the Royalty is due; and

(b) All proceeds from the sale of coupons, gift cards or vouchers; provided, that at the time such coupons, gift cards or vouchers are redeemed the retail price thereof may be credited against Gross Revenues during the week in which such coupon, gift card or voucher is redeemed for the purpose of determining the amount of Gross Revenues upon which the Royalty is due. If sales proceeds are not recorded and reported for purposes of the Royalty at the time the coupon, gift card or voucher is sold, or if such coupons, gift card or vouchers are distributed free of charge, no credit against Gross Revenues is permitted upon redemption of such coupon, gift card or voucher.

If your Restaurant is located in an area that prohibits the collection of royalties on the sale of alcoholic beverages, we reserve the right to increase your Royalty Fee by 0.25% provided the definition of Gross Revenues (as outlined above) will not include any income from the sale of alcoholic beverages.

4.11 Failure to Report. If you do not report your Restaurant's Gross Revenues as required herein, such failure is a material breach of this Agreement.

4.12 No Offset. You agree that your obligations to make payments as specified in this Agreement and any other agreement entered into with us and that our rights to receive these payments, are absolute and unconditional, and are not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment due or alleged to be due, or by reason of any past, present, or future claims that you have or may have against us or against any other person whether related to us or not, for any reason. All payments required by this Agreement, together with the reports or statements required by this Agreement, must be received by us, by their respective due dates or shall be deemed late.

5. STANDARDS AND DUTIES REQUIRED OF FRANCHISEE.

5.1 Quality and Service Standards. We have developed and will continue to develop uniform standards of quality, cleanliness, and service applicable to all Eggmania restaurants, including your Restaurant, to protect and maintain for our benefit and all of our developers and franchisees, the distinction, valuable goodwill and uniformity represented by the Marks and the Eggmania System. You agree to maintain the uniformity and quality standards required by us for all goods and services associated with the Marks and the System and agree to

the terms and conditions contained in this Section 5 to assure the public that all Eggmania restaurants will be uniform in nature and will sell and dispense quality goods and services.

5.2 Identification of Restaurant. You will operate the Restaurant so that it is clearly identified as an Eggmania restaurant. The style and form of the Marks used in any advertising, marketing, public relations or promotional program must have our prior written approval. You will use the name Eggmania, the approved logos and all graphics associated with the Eggmania System and the Marks on all materials in the manner we prescribe.

5.3 Compliance with Standards. You will use the Marks and our System in strict compliance with the moral and ethical standards, quality standards, health standards, operating procedures, specifications, requirements and instructions that we require.

5.4 Interests of Franchisee. You will be dedicated solely to the operation of your Restaurant and will not hold any interest in, operate, or manage any other business of any kind without our prior written approval.

5.5 Working Capital. We reserve the right to require, at our sole discretion, that you meet certain financial requirements, which may include the requirement to maintain (i) a minimum working capital reserve, (ii) a minimum debt service coverage ratio, (iii) a maximum amount of incurred debt, (iv) a minimum balance in the bank account utilized to make payments to the us; and (v) any other reasonable financial health metrics required by us. We will provide such requirements to you in writing and they will become effective thirty (30) days after we provide written notice of such requirement(s) to you. Without limiting the foregoing, you must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement (including maintenance, remodeling and modernization requirements) and to cover the risks and contingencies of the Franchised Business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

5.6 Default Notices and Significant Correspondence. You will deliver to us, immediately upon your receipt, an exact copy of all: (a) notices of default received from the landlord of the Restaurant location or any mortgagee, trustee under any deed of trust, contract for deed holder, lessor, or any other party, (b) notifications or other correspondence relating to any legal proceeding for any claim in excess of \$10,000, relating in any way to the your Restaurant, and (c) inspection reports or any other notices, warnings or citations from any governmental authority, including any health and safety, taxing and/or licensing authorities. You will notify us in writing within five days of the commencement of any proceeding and/or of the issuance of any governmental order or action impacting the Franchisee and/or the operation of the Restaurant. Within ten days after receipt of a written request from us, you will provide us with a written summary of all written consumer and employee complaints made since the date indicated in our request for this information. You will also provide all additional information requested by us relating to any of these matters.

5.7 Vending and Gaming Machines. You will not, except with our prior written permission, permit any jukeboxes, electronic games, vending machines, ATMs, newspaper racks, entertainment devices, coin- or token-operated machines, or gambling devices or kiosks to be used on the Restaurant premises and will not sell or allow employees to sell any tickets, subscriptions, chances, raffles, lottery tickets or pull tabs.

5.8 Compliance with Applicable Laws. You will be responsible for the operation of your Restaurant, and will control, supervise and manage all the employees, agents and independent contractors who work for or with you. We will not have any right, obligation or responsibility to control, supervise or manage your employees, agents or independent contractors. You will comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the construction or remodeling of your Restaurant and/or the operation of your Restaurant including, but not limited to: (a) health, food service and liquor licensing laws; (b) health and safety regulations and laws; (c) menu 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 privacy laws, and (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). You will, at your expense, be solely and exclusively responsible for determining the licenses and permits required by law for your Restaurant, for obtaining, qualifying for and maintaining all licenses and permits, and for compliance with all applicable laws by your employees, management, agents and independent contractors. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with the Restaurant. It is your sole responsibility to identify and obtain all authorizations necessary to operate the Restaurant.

5.9 Tax Laws. You will be responsible for and will timely pay all federal, state and local taxes imposed by law in connection with the operation of the Restaurant, and will timely file all returns, notices and other forms required to comply with all applicable tax laws. We will have no liability for any taxes which arise out of or result from your Restaurant, and you will indemnify us for any such taxes that may be assessed or levied against us which arise out of or result from the operation of your Restaurant. If any "franchise" or other tax which is based upon the revenues, receipts, sales, business activities or operation of your Restaurant is imposed upon us by any taxing authority, then you will reimburse us for all such taxes paid by us within 15 days after receiving an invoice from us for such taxes. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third party designees) because we, our affiliates and/or our third party designees (as applicable) have furnished programs or services to you, collected any fee from you, licensed our Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; and, (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

5.10 Other Laws. You will comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, the Franchisee will not enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to the Restaurant business as may be required by us or by law. You confirm that you are not listed in the Annex to Executive Order 13224, and

agree not to hire any person so listed or have any dealing with a person so listed. You are solely responsible for ascertaining what actions must be taken to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities in this Agreement pertain to your obligations hereunder. You represent and warrant to us that, as of the date of this Agreement and at all times during the term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director, manager, or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect.

5.11 Alcoholic Beverages. You will stock and maintain alcoholic beverages and related supplies in compliance with the Manual and will at all times comply with: (a) all federal, state, city, local and municipal licensing, insurance and other laws, regulations and requirements applicable to the sale of alcoholic beverages by you at the Restaurant; and (b) the liquor liability insurance requirements set forth in this Agreement or otherwise provided by us in writing.

5.12(a) Restaurant Hours and Personnel. Your Restaurant will be open during the hours specified in the Manual. During business hours, you will have management staff on duty responsible for supervising the Restaurant's employees and operations. You will have a sufficient number of adequately trained and competent service, kitchen and other personnel on duty to guarantee efficient service to the customers of the Restaurant. You will require your employees to meet appearance standards and to wear the standard attire or uniforms described in the Manual. **Such employees shall be employees of you and not of us.** You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of your Restaurant. You shall use your best efforts to ensure the compliance of your managers, employees, instructors, officers, and directors with the non-competition/non-disclosure agreement and with the other requirements described in this Agreement pertaining to confidentiality. You shall ensure that your employees comply with the provisions of, and shall follow the procedures as may be set forth in, the Manual or any informational materials applicable to employees as may be published by us, and amended or updated from time to time.

5.12 (b) Franchisee is the Sole and Exclusive Employer of its Employees.

Franchisee hereby irrevocably affirms, attests and covenants its understanding that in no fashion is Franchisee, or may Franchisee be deemed to be, Franchisor's employee (under any theory or definition of "employee" or "employment") and that Franchisee's employees are employed exclusively by Franchisee and in no fashion is Franchisee or any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires

each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Restaurant is at all times staffed at those levels necessary to operate Franchisee's Restaurant in conformity with the System and the products, services, standards of quality and efficiency, and other Eggmania brand attributes known to and desired by the consuming public and associated with the Marks. Franchisee affirms, warrants and understands that it may staff its Restaurant with as many employees as it desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Restaurant, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a franchised Restaurant and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees in any private or government investigation, action, proceeding, court, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, court, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and per diem salary).

5.13 Inspection Rights. You will permit us or our representatives to enter, remain on, and inspect the Restaurant without prior notice. You agree that we may: (a) interview your employees and customers; (b) take photographs and videotapes of the interior and exterior of the Restaurant location; (c) examine and remove samples of any food, beverages or other items sold or used at your Restaurant; and (d) evaluate the quality of the food, beverages or other items, and the services provided by the Franchisee to its customers. We will have the right to use all interviews, photographs and videotapes of your Restaurant for such purposes as we deem appropriate, including use in advertising, marketing and promotional materials, without any approval of or any compensation to you.

5.14(a) Credit cards. You will honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent you will store, process, transmit or otherwise access or possess cardholder data in connection with the operation of your Restaurant under this Agreement, you will maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("PCI DSS"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the term of this

Agreement. You further understand you are responsible for the security of cardholder data in the possession or control of any subcontractors it engages to perform under this Agreement. Such subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. Upon our request, you will provide appropriate written documentation to us to demonstrate compliance with applicable PCI DSS requirements by us and all identified subcontractors each calendar year during the term of this Agreement.

5.14(b) Privacy and Data Protection. You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual (“Personal Information”) in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules (“Privacy Laws”); (ii) employ administrative, physical, technical and organizational safeguards that are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information (“Safeguards”); (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us to breach any Privacy Laws; and (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You are solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications.

You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You further agree that the indemnification of us and our affiliates hereunder specifically embraces all claims and liabilities sought to be imposed against us arising from or related to (directly or indirectly) your failure to comply with the provisions of this Section.

You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals’ offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information.

5.15 Gift Cards and Loyalty Programs. You will not create or issue any gift certificates or gift cards and will only sell gift certificates or gift cards that have been issued by us that are accepted at all Eggmania restaurants. You will participate in all gift certificate and/or gift card administration programs as may be designated by us from time to time. You will honor all coupons, gift certificates, gift cards and other programs or promotions as directed by us. You will fully participate in all guest loyalty or frequent customer programs now or in the future adopted or approved by us. You will not issue coupons or discounts of any type for use at your Restaurant except

as approved by us in writing, which may be withheld in its sole and absolute discretion.

5.16 Music and Music Selection. You will play only the music and music selections at your Restaurant that have been approved by us as set forth in the Manual or otherwise in writing. You will install the equipment necessary to receive and play the approved music.

5.17 Security and Fire Monitoring System. You will utilize a security and fire monitoring system sufficient to provide notification of life and safety hazards and unauthorized access to the Restaurant location. Each Restaurant must also be equipped with a video surveillance system that is approved by us and that we will have access to.

5.18 Maintenance. You will, at your expense, repair and maintain the Restaurant in a clean and sanitary condition consistent with our then-current operating standards and will replace all décor items and other furniture, fixtures and equipment ("FF&E") as they become worn-out, soiled or in disrepair. All food preparation, mechanical, service, and other equipment must be kept in good working order and repair. All replacement FF&E and décor items used in the Restaurant must comply with the standards and specifications in the Manual.

5.19 Remodeling of Restaurant Premises. You will make the reasonable capital expenditures necessary to extensively remodel, modernize, redecorate and renovate ("**remodel**" or "**remodeling**") your Restaurant and to replace and modernize the FF&E so that your Restaurant will reflect the then-current image of a Eggmania restaurant and conform to our then-current specifications. You acknowledge and agree that the requirements to remodel and modernize your Restaurant as set forth in this provision are reasonable and necessary to maintain uniformity among all Eggmania restaurants, to update the image of Eggmania restaurants and to avoid the deterioration of the appearance and operation of your Restaurant. You will complete remodeling your Restaurant within nine months after receiving written notice from us specifying the required remodeling. Except for repairs and maintenance as provided for in Section 5.18 of this Agreement, you will not be required to remodel the Restaurant, or to replace and modernize its FF&E more than once every five years from the date of this Agreement.

5.20 Opening Date. You must open the Restaurant for business and commence operations within twelve months from the Effective Date of this Agreement.

5.21 Other Business. You will use the Restaurant location solely for the operation of an Eggmania restaurant and will not directly or indirectly operate or engage in any other business or activity from the Restaurant location. You will not participate in any dual branding program, or in any other program, promotion or business pursuant to which another trademark, service mark, trade name, or commercial symbol is used in connection with the your Restaurant or at the Restaurant location.

5.22 Conventions and Additional Training. You and your operating principal, the owners, and such other persons as may be required by us, will attend the conventions, meetings, seminars and other gatherings or group sessions (collectively, "**Conventions**") held by us. The topics covered, duration, date and location of all Conventions held by us will be at our sole discretion.

You and your management staff and other employees may be required to attend, at your

expense, additional training on the dates and at the locations determined by us if the Restaurant fails to meet certain performance standards or if we determine, in our sole discretion that additional training is needed. Whether additional training is required by us or requested by you, you will pay us the then-current training fee for each member of your management staff who is trained, and will reimburse us for any travel expenses for our trainers.

5.23 Quality Assurance Programs. You will participate, at your expense, in any quality assurance monitoring programs we specify, including telephonic or electronic customer polling or onsite “secret shopper” programs, and will share the results of such programs with us.

5.24 Disclosure. We will have the right to disclose in our Franchise Disclosure Document as required by law, and in other documents and places as determined by us, any information relating to the Restaurant, including your name, any address and/or telephone number(s), revenues, expenses, results of operations and/or other information. Any disclosure by us will be for reasonable business purposes, and our rights under this provision will survive the Assignment, termination or expiration of this Agreement.

5.25 Supervision. The Restaurant shall at all times be under the direct, on-premises supervision by you (or your operating principal), or the supervision of a manager approved by us who has attended and successfully completed our training program(s) and who will devote his or her full time and energy during business hours to the supervision and management of the Franchised Business (the “**General Manager**”). You (or your operating principal) must at all times remain active in overseeing the operations of your Franchised Business. Unless we approve otherwise, your operating principal must have and retain at least 5% ownership in the Franchised Business. Notwithstanding anything to the contrary contained herein, you (or your operating principal) must participate in the Franchised Business as follows:

5.25.1 You must submit to us annual financial statements, which shall include an income statement and balance sheet, prepared in accordance with generally accepted accounting principles, within 90 days of fiscal year end, and a profit and loss statement within ten days of the end of each month;

5.25.2 You must be directly responsible for all accounting, reporting and bookkeeping;

5.25.3 You (and your approved General Manager if you will not be the on-site supervisor) must attend initial training and ongoing training courses that may be required by us;

5.25.4 You must attend any meeting of franchisees that is called by us;

5.25.5 You must be directly involved with the site selection, construction, remodeling and all financial components of the Franchised Business;

5.25.6 You and/or your approved manager (who is your employee) must be directly involved in all personnel decisions; and

5.25.7 You must comply with and be subject to all reasonable supervision of your Franchised Business by us in accordance with our operating policies and procedures, including, but not limited to, inspections, reports, and guidance.

5.26 Variance. We have the right, in our sole discretion and business judgment and as we may deem in the best interests of all concerned in any specific instance, to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of a particular site or circumstances, the demographics of the trade area, business potential, existing business practices, or any other condition which we deem to be of importance to the successful operation of any particular Eggmania restaurant. We will not be required to disclose or grant to you a like or similar variance hereunder.

5.27 Approved Suppliers. Subject to Section 13 below, you acknowledge that the reputation and goodwill of our System is based in large part on offering high quality services and products to our customers. Accordingly, you shall provide or offer for sale or use or consumption at your Restaurant only those products and services that we from time to time approve (and which are not thereafter disapproved) and that comply with our specifications and quality standards. If required by us, any such services or items shall be purchased only from "**Approved Suppliers**" that we designate or approve (which might include and/or be limited to us and/or our affiliates). You shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location, any services or products that we have not approved.

Notwithstanding anything contrary in this Agreement, we have the right to review from time to time our approval of any items, services or suppliers. We may revoke our approval of any item, service or supplier at any time, in our sole discretion, by notifying you and/or the supplier. You shall, at your own expense, promptly cease using, selling or providing any items or services disapproved by us and shall promptly cease purchasing from suppliers disapproved by us. We have the right to designate certain services and products, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as we determine, including, but not limited to, franchisee qualifications, test marketing and regional or local differences. We have the right, in our sole discretion, from time to time to give our consent to one or more franchisees to provide certain services or products not authorized for general use as part of the System. Such consent will not create any rights in you to provide the same services or products.

We or an affiliate may be a designated or approved supplier. We or our affiliate are currently a supplier for certain food ingredients, wall décor and lighting, furniture, dishware, and other items bearing the proprietary marks.

5.28 Initial Training. In accordance with the terms and conditions set forth herein, you (or your Operating Principal) and your General Manager must attend and complete to our reasonable satisfaction our Initial Training program prior to the opening of the Franchised Business. Should you or your staff fail to satisfactorily complete any portion of the Initial Training program, we may, in our sole discretion, allow you to repeat training at our then-current fee of \$500 per person per week.

The Initial Training program for new members of the management staff who are hired after the opening of the Restaurant will be conducted at our corporate headquarters or at such other location designated by us. You will be required to pay our then-current fee charged for each new member of your staff who is trained after the opening of the Restaurant. All new members of your management staff, who are hired after the initial opening of the Restaurant, must attend our training

program within 14 days of being hired or promoted by you. If any member of your management staff fails to successfully complete the required training program within 60 days after the date of hiring, then you cannot permit that employee to continue to participate in the operation of your Restaurant.

5.29 Insurance. Prior to commencing operations of your Restaurant, you must obtain all necessary insurance, all as outlined in this Agreement (Section 11) and in our Manual, and must maintain such insurance throughout the term of this Agreement. Failure to do so is a material default of this Agreement.

5.30 Merchandise Materials. We may, from time to time and in our sole business judgment, produce and provide to you (or have our third party designated vendor produce and/or provide to you) certain merchandising materials identifying the System and to support national promotions, such as point of purchase advertising materials, apparel, System memorabilia and other brand-relevant merchandise (collectively, "System Merchandise"). We or our third-party vendor will invoice you for these materials and you agree to pay for the materials (including but not limited to the cost of shipping and insurance). Upon reasonable request, we will provide you with documentation of the costs of these materials.

6. SITE SELECTION; CONSTRUCTION; SIGNS.

6.1 You will be responsible for selecting the site for your Restaurant. We recommend that you retain an experienced attorney to provide advice and counsel on the terms, conditions and economics of the legal and other documents required to lease or purchase the site. Our review of the lease (if it is a lease between you and a third party) will be only to determine whether its terms comply with the terms and conditions of this Agreement and not to provide any business, economic, legal or real estate advice or analysis. Alternately, we may, in our sole discretion and business judgment, elect to directly lease to you the site for your Restaurant, using our then-current form of Sublease Agreement, the current form of which is attached to this Agreement as Exhibit "3".

You will be solely responsible for all terms of the lease, including the enforceability, economics and legality of all provisions in the lease. You will not sign the lease until this Agreement has been signed by both you and us, and the lease must contain the terms required under this Agreement, and be in a form satisfactory to us. You may not execute a lease or sublease without our prior written approval. If your lease or sublease is with a third party, we will not review the form of lease or sublease for the Approved Location unless you deliver to us a copy of the lease and sublease and our standard Option to Assume Lease, a copy of which is attached hereto as Exhibit "2".

To the extent that the final version of the lease is substantively different from that previously submitted to us, we may disapprove the proposed transaction. Our written approval of your proposed lease or (if applicable) our provision of a sublease form from us as sublessor to you, does not constitute our guarantee of success of your business at the location you have selected, nor does it constitute a legal review. You will not subsequently modify, extend or otherwise alter the terms and conditions of the lease or sublease without our prior written approval.

We can terminate the Franchise Agreement if you fail to execute a lease or purchase agreement for a site approved by us within five months after you sign the Franchise Agreement. Your failure to locate and secure a suitable site that we approve for the Restaurant in accordance with the terms of this Section shall be deemed a material event of default under the Agreement.

6.2 You will provide to us the information specified by us in writing for the proposed site (the “**Site Information**”). You will not purchase or lease a proposed site until you have provided the Site Information to us, we have reviewed the proposed site, and we have approved the proposed site. You must deliver a copy of the signed lease to us within 15 days of its execution.

The review of any Site Information, any visits to a proposed site, the review of the site, and/or our approval will not constitute an approval of the site by us or a warranty or representation by us or any other party that the site chosen by you will be a financial or operational success. Our approval will mean only that we have received the Site Information provided by you and reviewed the site as acceptable based on the information you provided, and will not be deemed to be an approval of the site in terms of any promise or guarantee that it meets all regulatory guidelines (which are your responsibility to ascertain) or that it will be successful.

6.3 WE WILL HAVE NO DUTY OR OBLIGATION TO ASSIST YOU IN THE SELECTION OF A SITE FOR THE FRANCHISED LOCATION, OR TO PROVIDE ANY ASSISTANCE TO THE FRANCHISEE IN THE PURCHASE OR LEASE OF THE FRANCHISED LOCATION. WE WILL NOT HAVE ANY OBLIGATION, DUTY OR LIABILITY TO YOU AS A RESULT OF THE SITE SELECTED BY YOU AND/OR THE PURCHASE OR LEASE OF THE FRANCHISED LOCATION. YOU HEREBY RELEASE US AND OUR AFFILIATES AND THEIR RESPECTIVE EXECUTIVE MANAGEMENT, AGENTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, FROM ANY AND ALL CLAIMS BY YOU ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF YOUR PURCHASE OR LEASE OF THE SITE SELECTED BY YOU FOR THE FRANCHISED LOCATION.

6.4 Your Restaurant will conform to all standards, specifications and other requirements established by us for the design, decoration, layout, FF&E and other items of the Restaurant. Any changes or modifications to such design standards must be submitted to us for our prior approval. Compliance with these design standards does not release you from your obligation to ensure that the Restaurant is designed and constructed in compliance with all federal, state, and local laws including, without limitation, the Americans with Disabilities Act. You will purchase and install the FF&E specified in the Manual or otherwise in writing by us for your Restaurant in compliance with the design standards.

6.5 You will retain a properly licensed, qualified and bonded general contractor for the construction or renovation of your Restaurant and to complete all improvements. You will be solely responsible for all costs and expenses incurred for the construction or renovation of your Restaurant at the Approved Location including, but not limited to, all costs for architectural plans and specifications, all modifications to the plans and specifications necessitated by the structure, construction or layout of the Restaurant location, building permits, site preparation, demolition, construction of the parking lot, landscaping, heating, ventilation and air conditioning, interior décor and decorations, FF&E, leasehold improvements, labor, architectural and engineering fees,

electricians, plumbers, general contractors and subcontractors.

6.6 You will be solely responsible for inspections during construction or renovation to confirm that the Restaurant is being constructed or renovated in a workmanlike manner and according to the specifications established by us. You will be solely responsible for complying with all federal, state and local laws, ordinances, statutes and building codes, and for acquiring all licenses and building and other permits required by law in connection with the construction or renovation of your Restaurant. We will have no responsibility to you or any other party if the Restaurant is not constructed or renovated by you or your architect or contractor: (a) according to the specifications established by us; (b) in compliance with all applicable federal, state or local laws or ordinances; or (c) in a workmanlike manner. You will not open the Restaurant for business without our prior written approval.

6.7 At our request, if you own the premises of the Approved Location, you must enter into a lease with us for a term equal to the term of the Franchise Agreement and must sublease such premises from us on the same terms as the prime lease.

6.8 Time Is Of the Essence. Subject to the provisions of this Agreement regarding unavoidable delays or failures to perform by you due to *force majeure*, time is of the essence with regard to each and every requirement of this Article 6.

6.9 Your indemnification of us, our affiliates and all others specified in Section 19 below applies to each and every activity arising from or related to the construction of your Restaurant. You understand and agree, and promise never to contend or assert otherwise, that our approval of your final plans for your Restaurant does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us, our affiliates and the others referenced in the indemnification provisions herein nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

6.10 You must use your best efforts to complete the construction or conversion of your Restaurant promptly. You must provide us with comprehensive information regarding all phases of the development process of the Restaurant site as we may require, such as weekly progress reports during conversion, in the format we designate. This information will include (without limitation and as applicable) the names, addresses and telephone numbers of your architect, civil engineer, surveyor, general contractor, subcontractors, principal vendors and environmental consultant, and the primary contact for each; copies of all permits, licenses, contractor's liability insurance certificates and other similar items required for the conversion of your Restaurant; and, copies of all construction or remodeling contracts and documents, along with originals of all lien waivers and copies of all invoices. These requirements will also apply to any construction, remodeling, renovation or refurnishing of your Restaurant at any time after it opens.

6.11 We will not be responsible for delays in construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Restaurant's plans that you furnished to us before implementing the changes. You hereby grant us access to your Restaurant site while work is in progress. We may require any reasonable modifications of the construction of your Restaurant that we consider necessary or desirable in our reasonable business judgment. If you fail

to promptly begin the design, construction, equipping and opening of your Restaurant with due diligence, we may elect to terminate this Agreement immediately upon notice to you. All signs at your Restaurant must conform to our sign criteria, unless you demonstrate good cause and we consent in writing to such non-conformance.

6.12 You will notify us of the scheduled date for completion of construction no later than thirty (30) days prior to such date. When construction is complete and before you open your Restaurant, your architect and general contractor must provide us with a certificate stating that the as-built plans for the Restaurant fully comply with the Americans with Disabilities Act (the “ADA”); the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Restaurant and the Location, including any requirements set forth in the Lease for the Location.

6.13 We will have the right, but not the obligation, to conduct a final inspection of the completed Restaurant before it opens. We may require any corrections and modifications we consider reasonable and necessary to bring the Restaurant into compliance with the plans and specifications we approved. The Restaurant will not be allowed to open if the Restaurant does not conform to the approved plans and specifications, including changes thereto that we may approve.

7. PROPRIETARY MARKS; FRANCHISOR PROPERTY RIGHTS.

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

7.1.1 You will use only the Marks designated by us and will use them only in the manner authorized under this Agreement and permitted by us. We have not authorized you to use the Marks except as provided by this Agreement, and you shall not employ any of the Marks in forming a business entity, signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation, or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

7.1.2 You will use the Marks only for the operation of the Restaurant and only at the Approved Location or in advertising for the business conducted at or from the Approved Location. Unless otherwise authorized or required by us, you will not use the Marks in connection with the operation of an Internet website.

7.1.3 Unless otherwise authorized or required by us, you will operate and advertise the Restaurant only under the name “EGGMANIA” and will require all advertising and promotional materials, signs, decorations, paper goods, menus, apparel, and other items which may be designated by us to bear the Marks in the form, color, location, and manner we prescribe.

7.1.4 During the term of this Agreement and any renewal hereof, you will identify yourself as the franchisee of the Restaurant in conjunction with any use of the Marks, including, but not limited to, on invoices, business cards, stationary, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises of the Restaurant as we may designate in writing.

7.1.5 You will not use the Marks to incur any obligation or indebtedness on our behalf.

7.1.6 You will not use the Marks as part of an Internet domain name (or URL), e-mail address, or as part of your corporate or other legal name.

7.1.7 You will execute any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

7.1.8 **Testimonials and Endorsements.** You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the programs, products or services furnished by your Franchised Business and any related programs, products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

7.1.9 **Crisis Management.**

Upon the occurrence of a Crisis Management Event (as defined below):

A. We may, in our sole and absolute discretion, elect to control the manner in which the Crisis Management Event is handled by the parties, including, without limitation, managing and conducting, ourself or via our designee, all communication with third parties including the news media, temporarily suspending or closing one or more Eggmania Restaurants, suspending or discontinuing certain service offerings at some or all Eggmania Restaurants and/or taking any remedial measures or making any such other modifications to the Eggmania System's policies, procedures, processes and operations as we may deem, in our sole discretion, necessary or prudent in response to the Crisis Management Event. Your and our employees shall cooperate fully with us or our designee in our or our designee's efforts and activities in this regard and shall be bound by all further Crisis Management Event procedures developed by us. You shall not reopen your Eggmania Restaurant or resume suspended or discontinued services until we provide our express written consent to do so.

B. Upon learning that a non-System wide Crisis Management Event has occurred in or about your Eggmania Restaurant, you shall immediately inform us by telephone or email (or as otherwise instructed in the Manual) upon becoming aware of such Crisis Management Event. You acknowledge that, if we elect to direct the management of any Crisis Management Event, we or our designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as we deem appropriate, and we may require you to reimburse us for all such costs provided, however, that you shall only be required to reimburse us for such costs to the extent the Crisis Management Event (i) arises, directly or indirectly, from the actions or inactions of you or (ii) relates solely to, or solely occurs in or about, your Eggmania Restaurant. Your indemnification obligations as provided in this Agreement shall apply to all losses and expenses that may result from our or our designee's exercise of the management rights granted in this Section.

C. Our rights under this Section shall be exercised in our sole and absolute discretion and nothing in this Section shall be deemed to require us to act, manage or remediate any Crisis Management Event. Our rights under this Section shall continue until we determine that the Crisis Management Event is resolved. We shall have no liability to you for any losses arising from our actions or inactions under this Section.

D. “Crisis Management Event” means any event or incident that:

1. occurs at or about, or impacts, your Eggmania Restaurant that has or may cause real or perceived harm or injury to member or employees, such as equipment malfunction, food contamination or other food safety issue, matters affecting the health, safety or well-being of any member, employee or the public at the Restaurant, epidemics, pandemics or other contagious diseases, natural disasters, criminal or terrorist acts, shootings, or any other circumstances which may have the actual or potential ability to damage the System, the Proprietary Marks, or the image or reputation of us or our affiliates; and/or

2. occurs at or about, or impacts (or has the ability to impact regardless of whether such impact so occurs) one or more Eggmania Restaurant that (x) has or may cause real or perceived harm or injury to the System, the Marks, or the image or reputation of us or our affiliates or (y) has or may cause harm or injury to members, employees or the public, including, but not limited to, incidents or events relating to equipment malfunction, food contamination or other food safety issue, matters affecting the health, safety or well-being of any member, employee or the public at the Restaurant, epidemics, pandemics or other contagious diseases, natural disasters, criminal or terrorist acts, shootings, or any other circumstances which may damage the System, the Marks, or the image or reputation of us or our affiliates; and/or

3. results in any governmental action, mandate, advisory opinion, declaration of emergency or otherwise that may impact, or may require the suspension, termination, or modification of operations of, your Eggmania Restaurant.

You will promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to Vraj Foods IP Holder's, ownership of, our right to use and to license others to use, or your right to use, the Marks. You acknowledge that we and/or Vraj Foods IP Holder have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We and/or Vraj Foods IP Holder have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will indemnify and hold you harmless from any expense or liability arising from your use of the Marks in accordance with the Agreement and Manual. If we determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Marks, you will execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

7.2 You expressly understand and acknowledge that:

7.2.1 Vraj Foods IP Holder is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

7.2.2 The Marks are valid and serve to identify the System and those who are authorized to operate under the System.

7.2.3 You will not directly or indirectly contest the validity of our or

Vraj FoodsIP Holder's ownership of the Marks.

7.2.4 Your use of the Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Marks, except the license granted by this Agreement.

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

7.2.6 The right and license of the Marks granted hereunder to you is nonexclusive, and we thus have and retain the rights, among others:

7.2.6.1 To use the Marks in connection with selling products and services;

7.2.6.2 To grant other licenses for the Marks, in addition to those licenses already granted to existing Eggmania franchisees;

7.2.6.3 To develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you.

7.2.7 We reserve the right to change, modify or substitute different Marks or trade names for use in identifying the System and the businesses operating thereunder and you will promptly comply with any such modification or substitution at your expense. We will not reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to change names or marks to promote a modified or substituted name.

7.2.8 We shall have no liability to you for any senior users that may claim rights to the Marks.

8. CONFIDENTIAL OPERATIONS MANUAL.

8.1 In order to protect our reputation and goodwill and to maintain high standards of operation under the Marks, you will conduct your business in accordance with the Manual, which may consist of one or more volumes of books, manuals, electronic communications or other materials relating to operation under the System, including additions and updates thereto as we publish periodically, one copy of which you acknowledge having received on loan from us for the term of this Agreement.

8.2 You acknowledge and agree that the Manual is proprietary, includes trade secrets belonging to us, and are disclosed to you or authorized for your use in the operation of the Franchised Business, solely on the condition that you agree, and you therefore do agree, to treat the Manuals, including amendments and modifications thereto, and all of the information contained therein, as proprietary and confidential. You shall use all reasonable efforts to maintain such information as confidential. The Manual must remain in a secure location on the premises of the Franchised Business at all times. You

will not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

- 8.3 The Manual will at all times remain our sole property and will at all times be kept in a secure place on the Restaurant premises.
- 8.4 We may from time to time revise the contents of the Manual, and you expressly agree to comply with each new or changed standard. You will at all times ensure that its copy of the Manual is kept current and up to date; and, in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us at our headquarters will be controlling. All additions to, deletions from or revisions of the Manual, will be deemed a part of the Manual, and will become binding on Franchisee as if originally set forth in the Manual, upon being delivered to you. You agree to immediately adopt and use the products, services, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or supplements to the Manual, as we may modify them from time to time. You acknowledge that we are the owner or licensee of all proprietary rights in and to the System and the Manual, and any changes or supplements thereto.

9. ACCOUNTING AND RECORDS.

- 9.1 You shall maintain during the term of this Agreement and shall preserve for not less than seven years from the date of preparation full, complete and accurate books, records and accounts in accordance with the System and in the form and manner prescribed by us in the Manuals or otherwise in writing from time to time. You shall ensure that Gross Revenues information, in the form we prescribe, and such other data or information as we may require, is constantly available to us for inspection and/or audit through your point of sale software and system.
- 9.2 During the term of this Agreement, you shall, at your expense, submit to us, on such forms that we prescribe from time to time:
- 9.2.1 Within 90 days of the completion of your fiscal year, an annual financial statement, which shall include an income statement and balance sheet prepared in accordance with generally accepted accounting principles;
 - 9.2.2 Within ten days of the end of each month, a profit and loss statement for the Franchised Business for the immediately preceding month; and
 - 9.2.3 Within 90 days of the completion of your fiscal year, copies of all federal and state tax returns.

The financial statements required above must be prepared in accordance with United States generally accepted accounting principles, including all disclosures required under those principles. We reserve the right to require that each annual financial statement and tax return shall be compiled

by an independent certified public accounting firm. Each annual financial statement and tax return shall be signed by you attesting that the statement is true and correct. We may require the financial statements to be prepared on a consolidated basis for each Franchised Business that you and your affiliates own. We also reserve the right to require you to submit to us certified financial statements for any period or periods of any fiscal year, which shall be certified by your accounting firm and attested to by you. If not timely received by us, a late fee will be assessed.

9.3 You shall also submit to us, for review and auditing, such other forms, and other reports, including such information and data as we may reasonably designate, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in the Manuals or otherwise in writing, at any time during the term of this Agreement.

9.4 We or our designated agents will have the right at all reasonable times to examine and copy, at our expense, the books and records of the Restaurant, including but not limited to customer lists, ledgers, files, memoranda, and correspondence, whether in electronic or paper form. We will also have the right, at any time, to have an independent audit made of the books of the Restaurant. If an inspection should reveal that any payments have been understated in any report to us during the current year or during the preceding five calendar years, then you will immediately pay to us upon demand the amount understated in such reports, in addition to interest on such amount from the date such amount was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, calculated on a daily basis. If an inspection discloses an understatement in any payment of two percent (2%) or more, you will, in addition, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs) within 30 days of receiving notice of such costs and expenses. If our examination or an audit establishes a pattern of underreporting, we may require that the subsequent annual financial statements due as set forth above be audited by an independent accounting firm consented to by us. The foregoing remedies will be in addition to any other remedies we may have.

10. ADVERTISING.

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:

10.1 Special Advertising and Sales Promotion Programs. We may, from time to time, develop and administer special advertising and sales promotion programs designed to promote and enhance the collective success of all Restaurants. You will have the obligation, in our business judgment, to participate actively in all such advertising and sales promotion programs, but only in full and complete accordance with such terms and conditions as we may establish, in our sole discretion, for each such program, including, without limitation, any fees associated therewith. It is expressly understood, acknowledged, and agreed that in all aspects of such advertising and sales promotion programs, including the type, quantity, timing, placement (whether national, regional, or local), choice of media, market areas, and advertising agencies, the standards and specifications established by us will be final and binding. You acknowledge the

benefits of such advertising and promotional programs.

Because enhancing Eggmania's interbrand competitive position and consumer acceptance for Eggmania's programs, products and services is a paramount goal of us and our franchisees, and because this objective is consistent with the long-term interest of the System overall, we may exercise rights with respect to the pricing of Restaurant programs, products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum prices which you may charge for the foregoing; recommending prices; advertising specific prices for some or all of the foregoing, which prices you will be compelled to observe (colloquially referred to as "price point advertising campaigns"); engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum prices which you may charge. We may engage in any such activity either periodically or throughout the term of this Agreement. Further, we may, in our discretion, engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain types of Restaurants but not others; or, with regard to certain subsets of franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business's prices. However, subject to the terms and conditions of this Section, nothing in this Agreement may be construed to prevent you from otherwise freely establishing your own prices.

10.1.1 Supplemental Marketing Programs. You acknowledge that supplemental marketing programs (e.g., limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management and other supplemental marketing programs) are an integral part of the System, and you may be required to participate in (and comply with) such supplemental marketing programs established by us from time to time. You acknowledge that you may be responsible for the payment of certain costs associated with these supplemental marketing programs. We reserve the right to establish (and set forth the terms and conditions of) such supplemental marketing programs through a supplement and/or modification to the Manual or other written directive.

10.2 Local Advertising. You agree to actively and aggressively promote your Restaurant within your Territory. We must approve all advertising and promotional plans and materials we do not prepare before you use them.

10.3 Grand Opening Program. You will spend a minimum of \$6,000 on a grand opening advertising and promotional program for your Franchised Business during the period encompassing the 60 days before and the 90 days after the opening of the Restaurant (the "**Grand Opening Program**"). The Grand Opening Program must use the marketing and public relations programs, media and materials we develop or approve

and is in addition to your other advertising requirements under this Agreement. We may require you to submit expenditure reports to us detailing your Grand Opening Program advertising expenditures. You agree to furnish to us copies of all statements, invoices and checks issued showing that you have spent the required amounts for the Grand Opening Program, and an accurate accounting of all expenditures therefor.

10.4 Brand Development Fund. We have established a Brand Development Fund to advertise franchised Restaurants and Affiliate-Owned Restaurants, as well as Eggmania food trucks, on a regional and/or national basis (the "**Fund**" or "**Brand Fund**"). As of the date of this Disclosure Document, you are required to contribute 2% of your weekly Gross Revenues to the Fund, at the same frequency and in the same manner as Royalty Fee payments are paid ("**Brand Fund Contributions**"). You agree that the Fund will be maintained and administered by us or our designee as follows:

10.4.1 We or our designee will maintain and administer the Fund. We will direct all advertising programs and will 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 System and the Marks. We will require that any Affiliate-Owned Restaurants contribute to the Fund on an equal basis at the prevailing rate that our franchisees make Brand Fund Contributions. In administering the Fund, we and our designees undertake no obligation to make expenditures for you that 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 assume no fiduciary duty in administering the Brand Fund.

10.4.2 You agree that the Fund may be used to satisfy any and all costs of maintaining, administering, directing, creating, and producing advertising and the operating costs of the Fund. All sums paid by you to the Fund will be maintained in a separate account by us and will not be used to defray any of our general operating expenses, except for such reasonable administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees of the System and Restaurants. The Fund is operated solely as a conduit for the collection and expenditure of advertising fees for the purposes outlined above. The Fund and its earnings are not our assets and will not otherwise inure to our benefit.

10.4.3 We maintain the right to terminate the Fund even if the Fund is intended to be of perpetual duration. Before we terminate the Fund, all monies in the Fund shall have been expended for advertising and/or promotional purposes or returned to the contributing Restaurants, without interest, on the basis of their respective contributions of such remaining monies, as determined by us in our sole discretion.

10.4.4 You agree that the Fund will not use more than one-half of one percent (0.5%) of any collected monies for advertising that is principally a solicitation for the sale of franchised Restaurants.

10.4.5 We will prepare an annual statement of the operations of the Fund that will be made available to you on your reasonable written request. We are not required to have this statement audited.

10.5 Approval of Advertising. All advertising and promotion in any medium will be conducted in a professional and dignified manner and will conform to our standards and requirements as set forth in the Manuals or otherwise. You will obtain our approval of all advertising and promotional plans and materials prior to use. Before you implement or disseminate any advertising, promotional and marketing materials which we have not prepared or previously approved within the past 12 months, you must send us samples of same for approval. You will submit such unapproved plans and materials at least 30 days prior to their proposed use. We will make reasonable efforts to notify you of our approval within 30 days of receiving them. ***You may not use any plans or materials until we have approved them.*** You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. However, our approval does not constitute a determination that the advertising, marketing and promotion that you conduct complies with applicable laws or regulations nor does it provide assurance that such approved materials will be successful. You must consult your own advisors at your expense.

10.6 Advertising Advisory Council. We do not currently have a franchisee advertising advisory council. At our discretion and in our business judgment, we may, in the future, form a Franchisee Advisory Council (the “**Council**”) once there are a sufficient number of franchisees in the System. The Council members will be Eggmania franchisees. The Council shall serve in an advisory capacity only, advising us on operations, marketing and other subjects. We have the authority to dissolve, change and reform the Council in our discretion.

10.7 Advertising Cooperatives. You may establish, form, join, or leave an advertising cooperative if you wish from time to time. We shall not require you to do so.

10.8 Internet Advertising and Social Media. We have the exclusive right and authority to post and maintain an Eggmania internet website and related websites. You may not establish, use, maintain, nor create an internet website, web posting, web page, or host page or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Franchised Business without our prior written approval, which we may withhold for any reason or no reason. We may provide you with a link on our website to a sub-website to be used by you upon our written approval. If we grant you written approval, you agree to submit to us for approval before use true and correct printouts of all pages you propose to use in connection with the Franchised Business. You understand and agree that our right of approval of all such web materials is necessitated by the fact that such Web materials will include and be inextricably linked with our Marks. You may only use material that we have approved. Your website must conform to all of our website requirements, whether set forth in the

Manual or otherwise. You agree to provide all hyperlinks or other links that we require. You may not use any of the Marks at the web page or link from our site except as we expressly permit.

You may not post any of our proprietary, confidential or copyrighted material or information on the website without our prior written permission. If you wish to modify your approved link or page, all proposed modifications must also receive our prior written approval. You explicitly understand that you may not post any material which a third-party has any direct or indirect ownership interest in (including, without limitation, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other test or image which any third- party may claim intellectual property rights in).

The requirements for our prior approval will apply to all activities on the Internet or other communications network to be conducted by you. You may maintain one or more e-mail addresses and may conduct individual e-mail communications only on a computer system that is not connected to our POS System. However, you agree to obtain our prior approval as provided above if you propose to send any such e-mail that contains advertising about the Franchised Business. We may require you to participate in any internet or intranet networks we establish and pay the then-current fees for ISP and ASP services and the like.

We may design and provide for the benefit of your franchised Eggmania Restaurant a “click through” subpage at each of these websites for the promotion of your Restaurant. If we establish one or more websites, social media pages, or other modes of electronic commerce or internet marketing, and if we provide a “click through” subpage or separate social media account on any of these websites for the promotion of your Restaurant, you must routinely provide us with updated copy, photographs and news stories about your franchised Eggmania Restaurant suitable for posting on your Restaurant’s “click through” subpage or social media account. We will specify the content, frequency and procedure of these in our Manual. Any websites or other modes of electric commerce or marketing that we establish or maintain may – in addition to advertising and promoting the products, programs or services available at Eggmania Restaurants – also be devoted in part to offering Eggmania Restaurant franchises for sale and be utilized by us to exploit the electronic commerce rights which we reserve. In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, Eggmania System discussion forums and systemwide communications (among other activities) can be effected. You may not maintain your own website or social media page without our consent; or, otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your franchised Eggmania Business; establish a link to any website we establish at or from any other website or page; or, at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the “Eggmania” name or any confusingly similar name.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Eggmania website or social media pages we establish

and maintain, such as on applications or platforms such as Instagram or Facebook, including all material you may furnish to us as described above.

11. INSURANCE.

11.1 You will procure, before the commencement of any operations under this Agreement, and will maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you and us, and our respective officers, directors, partners, agents, and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Restaurant, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, statutory worker's compensation insurance, and automobile insurance. Such policy or policies will be written by an insurance company acceptable to us, will name us as an additional insured as we specify, and will provide, at a minimum (except as additional coverage and higher policy limits may reasonably be specified by us from time to time), the types and minimum amounts of coverage specified in the Manual or otherwise in writing. At all times during the term of the franchise, you shall maintain in force, at your sole expense, the following forms of coverage:

- 11.1.1 Comprehensive general liability insurance, including contractual liability, broad form property damage, premises liability, personal injury, advertising injury, product liability, automobile liability, employee liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of \$2,000,000 per occurrence, with \$4,000,000 aggregate coverage (or such higher amount as required by the lease for the premises);
- 11.1.2 Workers' compensation insurance in amounts prescribed by law in your Protected Territory but covering not less than \$1,000,000;
- 11.1.3 Employment practices liability insurance in the amount of \$1,000,000 per occurrence;
- 11.1.4 Comprehensive automobile liability insurance including owned and non-owned covering personal injury and property damage coverage, of not less than \$1,000,000;
- 11.1.5 Fire, vandalism and extended coverage insurance with primary and excess limits of at least the full replacement value of the Franchised Business and its furniture, fixtures

and equipment;

11.1.6 Business interruption and extra expense insurance for a minimum of 12 months to cover net profits and continuing expenses, including royalty fees;

11.1.7 Property insurance with replacement cost coverage and damage to rented premises with coverage of at least \$300,000;

11.1.8 If applicable, liquor liability insurance with coverage of at least \$2,000,000 per occurrence;

11.1.9 All other insurance required by the state or locality in which the Franchised Business is located in such amounts as required by statute; and

11.1.10 Any other insurance we may reasonably require.

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

11.3 You must provide us with a copy of each certificate of insurance at least 15 days before the opening of the Franchised Business and on each policy renewal date. No policy may be cancelled or materially altered without 30 days advance written notice to us. All insurance policies must name us and our affiliates as additional insured's and certificate holders for the entire term of the Franchise Agreement. The failure to maintain insurance coverage at any time is a material breach of the Franchise Agreement.

11.4 If you fail to purchase and maintain any required insurance coverage or furnish satisfactory evidence of coverage to us, in addition to our other remedies (including without limitation declaring you in default of the Franchise Agreement), we may, but are not obligated to, purchase the insurance coverage for you. If we do purchase insurance on your behalf, you must pay us on our demand the amount of any premiums and reasonable expenses we incur in obtaining the insurance.

11.5 You shall ensure that all third parties with which you conduct business are properly insured.

11.6 You agree to look solely to the proceeds of such insurance policies as required herein for reimbursement of any loss, and neither you nor any insurance carrier may recover damages against us as Franchisor.

12. COMPUTER HARDWARE AND SOFTWARE.

12.1 You will, at your sole expense, obtain and maintain the dedicated phone lines,

high speed Internet connections, facsimile equipment and other communication and transmission equipment and systems for your Restaurant as are specified in the Manual or otherwise in writing. You will install and maintain telephone answering systems and other telephonic devices at the Restaurant and will operate all communication and transmission systems and devices as specified by us in the Manual or otherwise in writing.

- 12.2 You will, at your sole expense, lease, license or purchase the computer hardware, computer software, peripheral devices and Point-of-Sale System ("**POS System**"), cash register and operating systems (collectively, the "**Computer System**") that meet the standards, specifications and requirements established by us in the Manual or otherwise in writing. The Computer System for your Restaurant must perform the functions required by us, which include serving as your Point-of Sale cash register and maintaining certain sales, financial, marketing, management and other business information for your Restaurant.

12.2.1 You must maintain the Computer System in good working order at all times and upgrade, update or otherwise change the Computer System during the term of this Agreement, as we require. Our modifications and specifications for components of the Computer System may require you to incur costs to purchase, lease or license new or modified computer hardware and software or to obtain service and support for the Computer System during the term of this Agreement. You agree to comply with modifications to the Computer System within 30 days after you receive notice of such modifications.

12.2.2 We currently require that your Computer System meet the following minimum requirements: You must purchase hardware consisting of two terminals (tablet stations), one cash drawer, two printers, two kitchen printers, two kitchen display tablets, Credit Card Processing Ability, and High Speed internet merchant processing system. The required POS Software includes a non-proprietary, cloud-based POS system, PC America, which is a web-based product. You must provide Wi-Fi access to all customers of your Restaurant. You must also purchase and install 10 to 12 high definition resolution security cameras, that meet our specifications, and which include DVR one month recording.

12.2.3 We will have the right to access all of your information contained on your computer hardware and software, and there are no contractual limitations on our right to do so. Any customer lists compiled or amassed through the Computer System or collected by you in any other manner shall be our proprietary property. You further agree that you will not sell or use any such customer lists for any purpose other than in connection with your Restaurant.

12.2.4 You must install any other hardware or software for the operation of the Restaurant that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. Specifically, we may require that you install and maintain systems that permit us to access and retrieve electronically any information stored in your computer systems, including information regarding your Gross Revenue, at the times and in the manner we specify. There is no contractual limitation on the frequency or cost of these obligations. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by Eggmania restaurants. If we develop proprietary software in the future and require you to license it from us or our affiliates, you must then execute our then-current form of Software License Agreement, the current form of which is attached as Exhibit “6” to this Agreement.

12.3. You acknowledge and agree that we may include financial performance information concerning your Restaurant in our franchise disclosure document (including providing prospective franchisees with such backup documentation as may be required by law), in related media claims, to existing franchisees, and as otherwise required or permitted by law.

13. FOOD, BEVERAGE AND PRODUCTS.

13.1 Limitations on Foods, Beverages and Products. You can only sell those goods and services specified in writing by us or in the Manual, and will offer and sell all of the products and services we specify in writing or in the Manual. You will maintain sufficient inventories to realize the full potential of the Restaurant and will conform to all customer service standards we prescribe in writing. You will only sell goods on a retail basis and will not offer or sell any items: (a) on a wholesale basis; (b) on a retail basis at any other location; (c) by means of the Internet, catalogue or mail order sales, or telemarketing; or (d) by any other method of distribution. We do not represent that any of the products will be available to you in any particular market area or that any pricing or payment terms extended by any supplier to us or any of our Affiliates will be offered to you.

13.2 Catering and Delivery. We may grant you the right to offer catering and delivery services of the menu items offered and sold by your Restaurant from the Approved Location to customers located in the Protected Territory and in the other areas outside of the Protected Territory only as specified and **approved** by us in writing. We will have the absolute right to withdraw approval for you to offer catering and delivery services to customers in specific areas outside of the Protected Territory by giving you 30 days’ prior written notice. All catering and delivery services must comply with our standards, policies and requirements set forth in the Manual or otherwise in writing.

13.3 Approved Suppliers. You will purchase certain goods and services which will be used or sold by you at your Restaurant only from Approved Suppliers. We or an

affiliate maybe an Approved Supplier for the foods, food items, products and services used or sold in your Restaurant. You will have the right to purchase such foods, food items, products and services from other suppliers provided they conform to our standards and specifications and provided that we determine that the supplier's business reputation, quality standards, delivery performance, credit rating, and other criteria meet commercial business standards. If you desire to purchase any foods, food items, products and services from other suppliers, then you must, at your expense, submit samples, specifications, and product information requested by us, for review and testing to determine whether these foods, food items, products and services comply with our standards and specifications. We will also have the right to inspect the facilities of the proposed supplier, and you will reimburse us for the costs and expenses incurred to conduct the inspection. We anticipate that it will complete all product testing within 30 days, and will notify you of our determination within 30 days after we receive the samples and other requested information. Our written approval must be obtained before any previously unapproved foods, food items, products and services are purchased, sold or used by you.

You are responsible to reimburse us for all reasonable expenses incurred by us in evaluating the proposed product, service or supplier. Nothing in this Section will be construed to require us to approve any particular supplier, or to require us to make available to prospective suppliers, standards and specifications that we, in our discretion, deem confidential.

- 13.4 Designated Suppliers.** You will purchase the foods, food items, products and services specified in the Manual or otherwise in writing by us solely and exclusively from designated suppliers. We or an affiliate may be a designated supplier for the foods, food items, recipe ingredients, proprietary products, other products and services used or sold in the Restaurant.
- 13.5 Brand Name Products.** You will purchase and use in the operations of its Restaurant all of the brand name foods, food items, and products specified in the Manual or otherwise in writing.
- 13.6 Branding of Foods, Beverages or Products.** You will not have the right to: (a) use or display the Marks on or in connection with any foods, beverages or products that have not been approved by us; (b) acquire, develop or manufacture any food, beverage or product using the name "EGGMANIA" or any of the Marks, or direct any other person or entity to do so; (c) acquire, develop or manufacture any foods, food items, products and services that have been developed or manufactured by or for us for use in conjunction with the operations of the Restaurant and which are sold under any of the Marks, or direct any other person or entity to do so; or (d) use, have access to, or have any rights to any proprietary formulas, ingredients, or recipes for any foods, food items, products and services created by or at our direction and sold under any of the Marks.
- 13.7 Purchasing Cooperative.** We may require that you join and make required purchases/leases through a purchasing cooperative or other entity designated by

us. Such entity may adopt its own by-laws, rules, regulations and procedures, subject to our prior approval. Your failure to timely pay amounts due to, or comply with the by-laws, rules, regulations and procedures of such cooperative is a breach of this Agreement. We will have the right to offset against amounts we owe to you the amount of your unpaid cooperative obligations.

- 13.8 Payments by Suppliers.** You acknowledge that we and/or our Affiliates will have the right to receive commissions, volume discounts, purchase discounts, performance payments, bonuses, rebates, marketing and advertising allowances, co-op advertising, administrative fees, enhancements, price discounts, economic benefits and other payments based upon the actual purchases of the foods, food items, products and services by us, our Affiliates, developers and franchisees from designated suppliers, Approved Suppliers, us, and/or other suppliers, vendors and distributors. Any payments made to us will become our property for use as we so determine.

14. TRANSFER OF INTEREST.

- 14.1 Transfers by Us.** This Agreement shall inure to the benefit of our successors and assigns either individually or collectively. We shall have the right to assign this Agreement and all of its rights and privileges under this Agreement to any person, persons, partnership, association or corporation, provided that the transferee agrees in writing to assume all obligations undertaken by us herein and you receive a statement from both us and our transferee to that effect. Upon such assignment and assumption, we shall be under no further obligation hereunder except for accrued liabilities, if any.

Specifically, and without limitation of the foregoing, you expressly affirm and agree that we may sell our assets, our rights to the Marks and the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations or be acquired by another business entity or person(s); may undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring, and, with regard to any or all of the foregoing sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of VRAJ FRANCHISOR, LLC as the Franchisor under this Agreement. We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Section.

- 14.2 Transfers by You or Your Owners.** For purposes of this Agreement, the term “**Transfer**” means any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in this Agreement, the

Restaurant, the Restaurant location, the lease for the Restaurant, the assets of the Restaurant, any ownership interests (if you are a business entity) or any other assets pertaining to your operations under this Agreement.

You acknowledge that this Agreement is personal to you and we have selected you as a franchisee based on our reliance on your (or your Owners', as defined herein) character, skill, aptitude and business and financial capacity. Neither you nor any of your members, shareholders, partners, or other direct or indirect holders of ownership interest in you (collectively your "**Owners**") may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. The decision as to whether to consent to a Transfer will be made in the exercise of our business judgment, but our consent will not be unreasonably withheld. We have the right to communicate with and counsel you and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. Unless otherwise agreed, we do not waive any claims against the transferring party if we consent to the Transfer.

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and are granted in reliance upon the individual or collective character, skill, aptitude, and business and financial capacity of you and/or your owners. You have represented to us that you are entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of your rights and obligations under this Agreement.

If you (and your Owners) are in full compliance with this Agreement, then, subject to the other provisions of this Section, we will not unreasonably withhold our consent to a transfer that meets all of the requirements of this Section. A non-controlling ownership interest of a less than 10% equity stake in you or your Owners (determined as of the date on which the proposed transfer will occur) may be transferred if the proposed transferee and its direct and indirect owners are of good character and meet our then applicable standards for Eggmania franchise owners (including no ownership interests in, or performance of services for, a competitive business). If the proposed transfer is of this Agreement or a controlling ownership interest (or any equity interest of 10% or greater) in you or one of your Owners, or is one of a series of transfers (regardless of the time period over which these transfers take place) which, in the aggregate, transfer this Agreement or a controlling ownership interest (or any equity interest of 10% or greater) in you or one of your Owners, then we may, in our sole discretion and business judgment, require any or all of the following as conditions of our approval:

- 14.2.1** All of your accrued monetary obligations and all other outstanding obligations to us, our subsidiaries, affiliates and suppliers shall be up to date, fully paid and satisfied;
- 14.2.2** You shall not be in default of any provision of this Agreement, any amendment of this Agreement or successor to this Agreement, any other franchise agreement or other agreement between you and us, or our

subsidiaries, affiliates or suppliers.

- 14.2.3** You and each of your partners, shareholders, officers and directors shall have executed a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.
- 14.2.4** The transferee shall demonstrate to our satisfaction that the transferee meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related experience, our testing criteria or otherwise); has at least the same managerial and financial criteria required of new franchisees; and shall have sufficient equity capital to operate the Franchised Business.
- 14.2.5** The transferee shall enter into a written assignment, under seal and in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement. If the transferee is not an individual, then the shareholders, partners or other owners of the transferee shall jointly and severally guarantee your obligations under this Agreement in writing in a form satisfactory to us.
- 14.2.6** At our option, the transferee shall execute (and/or, upon our request, shall cause all interested parties to execute) for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, our standard form of Franchise Agreement then being offered to new franchisees and such other ancillary agreements as we may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ materially from the terms of this Agreement, including, without limitation, a higher percentage royalty fee and brand fund contributions and the implementation of other fees.
- 14.2.7** The transferee shall upgrade, at the transferee's expense, the Franchised Business to conform to the then-current specifications being used in new Restaurants, and shall complete the upgrading and other requirements within the time specified by us. If the Franchised Business is subject to a mandatory remodel within 12 months of the anticipated transfer, the location must be remodeled at the time of transfer, or upon approval by us, at our option, the transferor must escrow with us an amount we deem sufficient to fully accomplish the remodel, and the transferee must agree to complete the remodel within 12 months of the transfer.
- 14.2.8** You (and your Owners) shall remain liable for all direct and indirect obligations to us in connection with the Franchised Business prior to the

effective date of the transfer, shall continue to remain responsible for your and their obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement, and shall execute any and all instruments reasonably requested by us to further evidence such liability.

- 14.2.9** At the transferee's expense, the transferee and its manager and employees shall complete any training programs then in effect for current franchisees upon such terms and conditions as we may reasonably require unless we have previously trained such employees.
- 14.2.10** The transferee shall have signed an acknowledgement of receipt of all required legal documents, such as the Franchise Disclosure Document and the then current Franchise Agreement and ancillary agreements.
- 14.2.11** The transferor shall pay to us a transfer fee equal to 50% of the then-current initial franchise fee, subject to a minimum payment of \$25,000.
- 14.2.12** The transferor must provide us with a copy of the agreements of purchase and sale between the transferor and the transferee. The Total Sales Price of your sale, assignment or transfer must not be so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the Franchised Business and/or the assignee/transferee. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person or entity in connection with, arising out of or relating to the assignment or transfer of the franchise, this Agreement or the Franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Franchised Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your furniture, fixtures, equipment and trade dress elements; accounts receivable; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other person in the future (including the highest possible value of any contingent future consideration).
- 14.2.13** Your right to receive compensation pursuant to any agreement for the purchase of any interest in this Agreement, in franchisee, or in all or substantially all of the assets of the Restaurant will be subordinate and secondary to our rights to receive any outstanding monetary obligations or other outstanding obligations due from you pursuant to this Agreement or any other agreement between us or our affiliates and you, whether arising before or after such transfer. If you (the current, transferring Franchisee) finance any part of the purchase price, you (the transferor) agree that the transferee's obligations to pay the transferor such purchase price are subordinate to the transferee's obligations to pay us (the Franchisor) any amounts due to us.

- 14.2.14** If the transferee is a business entity, those persons with an Ownership interest of 5% or more in the transferee must execute our then current form of owner's acknowledgment. If you propose to admit a new Owner who will have greater than a 5% ownership interest, remove an existing Owner or change the distribution of ownership interests among the Owners shown on Schedule "B", you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions. Any new Owner must submit a personal application and execute our then-current form of owner's acknowledgment.
- 14.2.15** Our consent to the proposed transfer is further conditioned upon our receiving the following for each Restaurant prior to closing: (a) If you will assign a third-party lease, satisfactory evidence of the landlord's consent to the assignment, provided such consent is required by the lease, and our standard Option to Assume executed by the transferee and the landlord for the lease, unless such agreement is already effective or (b) If the transferee will execute a new lease with the landlord, or a new sublease with you or with us, a copy of the fully executed lease or sublease, as the case may be, and fully executed copy of our standard Option to Assume for the new lease (if applicable) or our then-current form of Sublease (if we are the sublessor). If the transferee fails to disclose to us the existence of a new lease, such failure will constitute fraud and a material breach of the transferee's franchise agreement(s).
- 14.2.16** You expressly agree that your obligation to indemnify and hold harmless us and our affiliates under this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed assignee/transferee and/or any claim that you (and, if you are a business entity, your owners, General Manager, management or employees) or your assignee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.
- 14.2.17** You further understand and agree that our approval of any assignment/transfer transaction will not constitute our waiver of any claims against you by us or our affiliates, under this Agreement or otherwise.
- 14.2.18** You further understand and agree that our consent to an assignment of this Agreement and the Restaurant, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the assignee, a guarantee of the Restaurant's or assignee's

prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the assignee's full compliance with this Agreement.

14.2.19 The provisions of Section pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your Franchised Business to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the ownership of the assets or operations of the Franchised Business must meet such standards and conditions as we have put in place at the time you request our consent.

14.3 Transfer for Convenience. If you are an individual or a partnership, we will consent to the Transfer of this Agreement to a business entity that you form for the convenience of ownership (a "Transfer for Convenience"), and such Transfer shall not be subject to our "right of first refusal" below, provided that:

14.3.1 The entity has and will have no business other than the operation of Eggmania restaurants and serving as "Franchisee" under its Franchise Agreement(s) with us (unless we otherwise specify in writing).

14.3.2 You comply with the requirements in this Section 14.

14.3.3 The Owners hold equity interests in the new entity in the same proportion shown on Schedule "B" and sign personal Guarantees and Confidentiality/Non-Compete Agreements on our then-current forms for same.

14.3.4 The top-level management of the Restaurant does not change.

14.3.5 You will not be required to pay a Transfer Fee in connection with any such Transfer for Convenience.

14.3.6 The name of the business entity formed does not include an Eggmania Mark or any variant thereof or word(s) confusingly similar thereto.

14.3.7 The business entity formed complies with our business entity requirements and records – specifically:

14.3.7.1 You furnish us with all of your formation, organizational and

governing documents; a schedule of all current owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).

14.3.7.2 You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein.

14.3.7.3 All of your business entity's organizational documents (including any partnership, partnership agreements, incorporation documents, organization/formation documents, bylaws, operating agreements, shareholders agreements, buy/sell or equivalent agreements, and trust instruments) will recite that the issuance or transfer of any interest in you is restricted by the terms of this Agreement, and that the sole purpose for which you are formed (and the sole activity in which you are or will be engaged) is the conduct of a Franchised Business pursuant to one or more franchise agreements from us and that your activities will be exclusively confined to such purpose. Your organizational documents will also include a "Supremacy of Franchise Agreement" clause reciting the following: "To the extent any provision of this Agreement conflicts, violates or is inconsistent with any provision of the Vraj Franchisor LLC Franchise Agreement, the parties hereto agree that the provisions of such Franchise Agreement shall supersede the same and that the parties hereto shall enter into such amendments to this agreement as are necessary in order to make the relevant provisions consistent with or non-violative of the provisions of the Vraj Franchisor LLC Franchise Agreement."

14.3.7.4 You will maintain stop instructions against the transfer on your business entity's corporate records of any securities or other ownership interests, and will not issue securities or other evidences of ownership without the following legend printed legibly and conspicuously on the face of the security or other evidence of ownership: "The transfer of this certificate and the interests it represents are subject to the terms and conditions of one or more Franchise Agreements with Vraj Franchisor LLC and to the restrictive provisions of the organizational documents of the issuer. Please refer to those documents for the terms of the restrictions."

14.3.7.5 Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge or other security interest in

respect of any of your business entity's shares, equity interests or other ownership interests. Any violation of this restriction will give us the right to terminate this Agreement immediately upon notice to you.

14.4 Right of First Refusal. Any party who holds an interest (as we reasonably determine) in you or in the Franchised Business and who desires to accept any bona fide offer from a third party to purchase his interest shall notify us in writing of each such offer and, except as otherwise provided in this Agreement, we shall have the right and option, exercisable within 30 days after receipt of such written notification, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party less any amount of the purchase price attributable to fees payable to brokers or intermediaries, the Marks or the System. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. In the event that we elect to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third party offer; or (b) within 30 days from the date of notice to the seller of our election to purchase. Our right to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14 with respect to a proposed transfer.

14.4.1.1 In the event the consideration, terms and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms and/or conditions, then we may purchase the Franchised Business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree, within a reasonable time, on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by a third party, then the reasonable equivalent will be determined by three independent appraisers who collectively will conduct one appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our right of first refusal, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment.

14.5 Transfer Upon Death or Mental Incapacity. Upon the death, mental incapacity or disability of you (if you are a natural person) or that of any owner who is a natural person, we shall consent to the transfer of said interest in you, the

Franchised Business or this Agreement to the spouse, heirs or relative by blood or by marriage, of you or said owner, whether such transfer is made by will or by operation of law, if, in our sole discretion and judgment, such person or persons meet our educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Business; have at least the same managerial and financial criteria required by new franchisees and have sufficient equity capital to operate the Franchised Business. If said transfer is not approved by us, the executor, administrator or personal representative of such person shall transfer his or her interest to a third party approved by us within six months after such death, mental incapacity or disability. Such transfer shall be subject to our right of first refusal and to the same conditions as any inter vivos transfer. Within the 6-month period stated in the prior sentence, until such transfer is consummated, the Estate may continue operation of the Franchised Business, but only if an approved General Manager is at all times supervising same.

- 14.6 Security Interest.** You may not grant a security interest in the Restaurant or in any of its assets unless the secured party agrees that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure your default. Notwithstanding the foregoing, we shall not be construed as a guarantor or surety for you. We (the Franchisor) may require compliance with any policy we adopt regarding security interests in Eggmania franchisees. We reserve the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section, which approval shall be in writing.
- 14.7 Effect of Consent to Transfer and Non-Waiver of Claims.** Our consent to a transfer hereunder will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee. Our consent to a transfer of this Agreement and the Franchised Business or any interest in you (if you are a legal entity) does not constitute a representation as to the fairness of the terms of any contract between you and the transferee or a guarantee of the prospects of success of the Franchised Business or the transferee.
- 14.8 Operation of the Restaurant by Us.** In order to prevent any interruption of the business of the Franchised Business and any injury to the goodwill and reputation thereof which would cause harm to the Franchised Business and thereby depreciate the value thereof, you authorize us, and we shall have the right, but not the obligation, to operate said Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement, in the event that: (a) any of your owners is absent or incapacitated by reason of illness or death and that you are not, therefore, in our sole judgment, able to do the business licensed under this Agreement; or (b) any allegation or claim is made against the Franchised Business, you or any of your principals, directors, shareholders, members, partners or employees, involving or relating to misrepresentations or any fraudulent or deceptive practice. In the event

that we operate the Franchised Business, we at our option shall not be obligated to operate it for a period of more than 90 days. All revenues from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account and the expenses of the Franchised Business, including Royalty Fees, Brand Fund Contributions, and the applicable Management Fee, which is equal to 20% of your Gross Revenues each month, as well as expenses for our representative, shall be charged to said account. If, as provided in this Section, we elect to temporarily operate the Franchised Business on your behalf, you agree to indemnify and hold us harmless from any and all claims arising from the acts and omissions of our representatives and us.

14.9 Transfer in Bankruptcy. If you, your Franchised Business or any owner of you and/or your Franchised Business is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate automatically as provided in Section 15 below, but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a bona fide offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five days after your receipt of such proposed assignee's offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee's future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment in the case of general transfers by you to a third party, as set forth above in this Agreement.

We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the bona fide offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

"Adequate assurance of future performance", as used above, shall mean that we shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and

requirements of a franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our policies describing our franchisees' duties, obligations, conditions, covenants or performance requirements. You understand and agree that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions for general transfers by you to a third party, as set forth above.

15. DEFAULT AND TERMINATION.

15.1 (a) Automatic Default and Termination With No Opportunity to Cure.

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you become insolvent; you, the Franchised Business, or any affiliate or Guarantor thereof is adjudicated as bankrupt or insolvent; all or a substantial portion of the assets of your Franchised Business are assigned to or for the benefit of any creditor or creditors; a petition in bankruptcy is filed by or against you, the Franchised Business or any affiliate or Guarantor thereof and is not immediately contested and thereafter dismissed or vacated within sixty (60) days from filing; you admit in writing your inability to pay your debts when due; you, the Franchised Business and any affiliate or Guarantor thereof cause, permit or acquiesce in an order for relief under the U.S. Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency, reorganization, receivership or other similar law now or hereafter in effect, or consent to the entry for an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding, under any such law; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the Franchised Business, or any affiliate or Guarantor of the Franchised Business, or the assets of any of them, is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of the assets or property of you, the Franchised Business and any affiliate or Guarantor of the Franchised Business is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any federal or state law are instituted by or against you, the Franchised Business or any affiliate or Guarantor thereof; you, any affiliate or yours and any Guarantor are dissolved or liquidated; execution is levied against you, the Franchised Business, any affiliate or Guarantor thereof and/or the property of any of the foregoing; the property of the Franchised Business or your Restaurant is sold after levy thereon by any governmental body or agency, sheriff, marshal or other person authorized under federal, state and/or local law; a final court judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless supersede as bond is filed); a judicial or non-judicial action to foreclose any lien or mortgage against any of your System Restaurant premises or equipment is instituted against you and is not dismissed or settled by the earlier of (i) thirty (30) days from commencement or (ii) consummation of such sale; or, if you are a business entity, your governing body adopts any resolution or otherwise authorizes action to approve any of the foregoing activities.

15.1(b) Termination Upon Notice From Us. You shall be deemed to be in default and we may, at our option, terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon receipt of notice from us to you, upon the occurrence of any of the following events:

- 15.1.1 If we and you agree in writing to terminate this Agreement.
- 15.1.2 If you fail, refuse or neglect to pay promptly any monies owed to us or our subsidiaries or affiliates or suppliers, including any amounts due under any promissory note you execute in our favor, within ten days of your receipt of notice that such monies are past due, or you fail to submit the financial information or other reports required by us under this Agreement;
- 15.1.3 If you fail to open the Restaurant for business within 12 months from the Effective Date of this Agreement, unless otherwise agreed to in writing by us;
- 15.1.4 If you abandon the Restaurant or cease to do business at the Franchised Business for three or more consecutive days, excluding holidays, or lose the right to possession of the premises upon which the Franchised Business is located or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the premises are damaged or destroyed by an event of force majeure, such that they cannot, in our judgment, reasonably be restored within 120 days, then, in either such event, you shall have 60 days to identify an alternative location for the operation of the Franchised Business (the “**Substituted Site**”) and submit all information reasonably requested by us in connection with the Substituted Site for our review and approval. Our approval of the Substituted Site shall not be unreasonably withheld, but may be conditioned upon the payment of an agreed minimum royalty fee to us during the period in which the Franchised Business is not in operation. Notwithstanding the foregoing, we shall have a right to terminate this Agreement if you are not in possession of the Substituted Site and open for business to the general public within five months of your receipt of our approval of the Substituted Site;
- 15.1.5 If you fail to operate and maintain the Computer System or other computer systems in accordance with our requirements and guidelines as outlined in the Manual;
- 15.1.6 If you understate by 2% or more your Gross Revenues in connection with any report required to be submitted to us;
- 15.1.7 If you (or any of your Owners) have made any material misrepresentation or omission in this Agreement or any other agreement to which you are a party with us;
- 15.1.8 If you (or any of your Owners) in our determination repeatedly

engage in the excessive use of alcohol and/or abuse of drugs or engage in any one or more incidence of violence or abusive behavior within your Franchised Business jeopardizing the health, safety or welfare of employees or the public;

- 15.1.9 If you, by act or omission, permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, including, but not limited to, a violation of the Anti-Terrorism Laws, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom;
- 15.1.10 If you fail to obtain and maintain all required licenses under state and local law for the establishment and operation of the Franchised Business;
- 15.1.11 If you misuse or make any unauthorized use of the Marks, engage in any business or market any service or products under a name or mark which is confusingly similar to the Marks, or otherwise materially impair the goodwill associated therewith or our rights therein;
- 15.1.12 If a threat or danger to public health, safety or welfare results from the construction, maintenance or operation of the Franchised Business;
- 15.1.13 If you (or any of your Owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense that we reasonably believe is likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or our interest therein;
- 15.1.14 If a judgment or a consent decree against you, or any of your officers, directors, shareholders or partners is entered in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or our interest therein;
- 15.1.15 If you (or any of your Owners) purport to transfer any rights or obligations under this Agreement to any third party without our prior written consent, contrary to any of the terms of this Agreement;
- 15.1.16 If you (or any of your Owners) fail to comply with any of the restrictive covenants contained in this Agreement;
- 15.1.17 If you (or any of your Owners) disclose or divulge the contents of the Manual or any other trade secrets or Confidential Information

provided to you by us, except as otherwise expressly permitted by this Agreement;

- 15.1.18 If you knowingly maintain false books or records, or submit any false statements, applications or reports to us or any assignee of ours;
- 15.1.19 If you willfully and repeatedly engage in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with your sale of the services and products offered at the Franchised Business;
- 15.1.20 If you fail to strictly comply with our product and quality control standards and specifications, fail to have any suppliers approved by us as required by this Agreement, or otherwise fail to meet any other significant specifications or guidelines set forth in the Manuals and do not cure such failure within ten days after you receive written notice from us;
- 15.1.21 If any other franchise agreement issued to you by us is terminated for any reason;
- 15.1.22 If you receive three or more notices of default under this Agreement in any 12 month period, whether or not such defaults are cured after notice;
- 15.1.23 If you (or any of your Owners) engage in any illegal, immoral or unethical acts or any act in violation of our mission and values, as determined by us;
- 15.1.24 If you default under your lease agreement for the premises on which the Franchised Business is located, or under any other agreement to which you are party with us, or any parent or subsidiary corporation or any other affiliated entity of ours, and fail to cure said default within the grace period (if any) provided for in such agreement, regardless of whether we in fact terminate such agreement;
- 15.1.25 If you relocate your Restaurant without obtaining our prior written approval;
- 15.1.26 If your entering into this Agreement or operating thereunder violates or breaches any confidentiality or non-competition agreement previously existing between you and others prior to your entry of this Agreement;
- 15.1.27 If you fail to maintain at all times a qualified operating principal;
- 15.1.28 If your (or any of your Owners') assets, property or interests are blocked under any Anti-Terrorism Laws, or you (or any of your owners) otherwise violate any such law, ordinance or regulation;

- 15.1.29 If you fail to attend and complete our Initial Training Program or any other mandatory training program or event we institute from time to time, to our satisfaction;
- 15.1.30 If you fail to maintain required financial records or timely submit the required reports or other documentary items as stated in this Agreement;
- 15.1.31 If you refuse us permission to inspect your Franchised Business location as required by this Agreement;
- 15.1.32 If you attempt to interfere with our contractual relations with other franchisees, or suppliers to the network of Eggmania Restaurants or Eggmania food trucks, or other third parties;
- 15.1.33 If you direct Eggmania programs, products or services for other purposes;
- 15.1.34 If you breach our advertising, marketing or promotion standards or policies, or fail to obtain our written approval where required for any advertising plans or material, and do not remove the breaching materials from public view within three days of written notice and demand from us;
- 15.1.35 If you do any act subjecting your or us to widespread ridicule or derision; or
- 15.1.36 If you fail to maintain insurance as provided for under this Agreement.

15.2 Default With 30 Day Opportunity To Cure. Except as otherwise provided in Section 15.1 of this Agreement, you shall have 30 days after receiving from us a written notice of default within which to remedy any default described in this Section 15.2 and provide evidence thereof to us. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement, at our option, shall terminate without further notice to you effective immediately upon the expiration of the 30 day period or such longer period as applicable law may require. You shall be in default under this Agreement for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by updates to the Manuals, or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

- 15.2.1 If you fail to maintain any of the standards or procedures prescribed by us in this Agreement, the Manual, or any part thereof, any other franchise agreement between you and us, or any other written agreements between you and us or otherwise;

15.2.2 If you fail to comply with your duties set forth in this Agreement or to perform any obligation owing to us or to observe any covenant or agreement made by you, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with us including, but not limited to, any other franchise agreement by and between you and us or any entity related to us;

15.2.3 If you fail to adequately promote the Restaurant as provided in the Manuals or otherwise in writing;

15.2.4 If you fail to maintain our quality control standards with respect to your use of signage and other uses of the Marks;

15.3 [Reserved]

15.4 **Cure on Demand.** You shall cure on demand all “hazardous situations” and remove and destroy on demand all “hazardous products” and shall cure any situation which poses an imminent risk to public health and safety.

15.5 **Statutory Cure Period.** If a statute in the state in which the Restaurant is located requires a cure period for the applicable default which is longer than any cure period specified in this Section 15, the statutory cure period shall apply.

15.6 **Late Payments, Interest and Costs.** If you fail to cure a default within any applicable time period following notice, or if this Agreement is terminated as a result of your default, you shall pay us all damages, costs and expenses, including, without limitation, collection fees, interest at 1.5% per month, or the highest permissible rate, and reasonable investigation and attorneys’ fees we incur as a result of any such default or termination. Entitlement to such interest will be in addition to any other remedies we may have. All such interest payments, damages, costs and expenses may be included in and form part of the judgment awarded to us in any proceedings brought by us against you.

15.7 **No Right or Remedy.** No right or remedy conferred upon or reserved to us by this Agreement is exclusive of any other right or remedy provided or permitted by law or equity.

15.8 **Default and Termination.** The events of default and grounds for termination described in this Section 15 shall be in addition to any other grounds for termination contained elsewhere in this Agreement or otherwise.

15.9 **Right to Purchase.** In the event of termination of this Agreement for any reason, including, but not limited to, a default under this Section 15, we shall have the right and option to purchase your interest in the tangible assets of the Restaurant as set forth herein, as applicable. In the event that we elect to purchase your interest in said tangible assets, you shall also execute an assignment of the lease for the premises of the Franchised Business.

15.10 Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Royalties, Brand Fund Contributions, Technology Fee payments, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach (if such activities are required of us prior to our terminating this Agreement), will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

15.11 Description of Default. The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

15.12 Continuance of Business Relations. Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

15.13 Franchisor's Right to Send Notifications of Termination. Before or on the expiration or termination of this Agreement, we may give notice that the Restaurant is leaving the System and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Restaurants.

16. OBLIGATIONS UPON TERMINATION.

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you shall forthwith terminate, and you shall observe and perform the following:

16.1 Cessation of Operation. You shall immediately cease to operate the Eggmania restaurant and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a franchisee of ours with respect thereto.

16.2 Cessation of Use of Marks. You shall immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, customer database, programs, literature, procedures and techniques associated with the System, the name Eggmania and any other Marks and distinctive trade dress, forms, slogans, uniforms, signs, symbols or devices associated with the System. In particular, you shall cease to use, without limitation, all signs, fixtures, furniture, equipment, advertising materials or promotional displays, uniforms, stationery, forms and any other articles which display the Proprietary Marks associated with the System.

16.3 Cancellation of Name. You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Marks or any of our other trademarks, trade names or service marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

16.4 Optional Assignment of Lease. You shall, at our option pursuant to Section 15.9 above, assign to us any interest which you have in any lease or sublease for the premises of the Franchised Business. In the event we elect to exercise our option to acquire such lease or sublease, we shall pay for any furniture, equipment, supplies and signs acquired by us as a result of such assignment, at your cost or fair market value (whichever is less), less any sums of money owed by you to us and less any sums of money necessary to upgrade and renovate the premises to meet our then current standards for an Eggmania restaurant and less any sums necessary to acquire clear title to the lease or sublease interest. In the event that we are unable to agree on the fair market value of said items, an independent appraiser shall be appointed by us to determine the fair market value of said items. The determination of said appraiser shall be final and binding upon the parties. You shall pay the costs and expenses associated with the appointment of an independent appraiser.

In the event that we do not elect to exercise our option to acquire such lease or sublease, you shall make such modifications or alterations to the premises of the Franchised Business immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Eggmania restaurants under the System, and shall make such specific additional changes thereto as we may reasonably request for that purpose. In the event you fail or refuse to comply with the requirements of this Section, we shall have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required, at your expense, which expense you agree to pay upon demand.

16.5 Our Right to Continue Operations. Upon the expiration or termination of this Agreement for any reason, we shall have the right (but not the obligation) to immediately enter the premises of the Franchised Business and continue to provide services to customers of the Franchised Business for such period as we deem necessary and practical to exercise our option to purchase the Franchised Business and/or assume the lease for the premises, and/or prevent injury to the goodwill and reputation of the Marks. We will be responsible for all operating expenses of the Franchised Business during such period of time. We shall have no other obligations to you in connection with our operation of the Franchised Business following the termination or expiration of this Agreement.

16.6 Non-Usage of Marks. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks or trade dress, either in

connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Marks or trade dress, and agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition.

- 16.7 Prompt Payment Upon Default.** You shall promptly pay all sums owing to us and our subsidiaries, affiliates and suppliers. In the event of termination for your default, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, machinery, fixtures, equipment and inventory owned by you and on the premises of the Franchised Business at the time of default.
- 16.8 Payment of Costs.** You shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section or any other obligation under this Agreement.
- 16.9 Return of Materials.** You shall immediately turn over to us all copies of all materials in your possession including the Manuals, all records, menus, files, instructions, correspondence, client database, brochures, agreements, computer equipment, devices, software, data storage tools, disclosure statements and any and all other materials relating to the operation of the Restaurant in your possession, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between you and us, and any other documents which you reasonably need for compliance with any provision of law. In addition to the foregoing, you shall deliver to us a complete list of all persons employed by you during the three years immediately preceding termination, together with all employment files for each employee on such list. All costs of delivering all materials required by this Section shall be borne by you.
- 16.10 Assignment of Telephone Listings.** You shall promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Marks and authorize the transfer of same to us or, at our direction, instruct the telephone company to forward all calls made to the telephone numbers to numbers we specify. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with any Marks. You authorize us, and appoint us and any officer of ours as your attorney in fact, to direct the appropriate telephone company and all listing agencies to transfer all such listings to us upon termination or expiration of this Agreement.
- 16.11 Option to Purchase.** Upon expiration or termination of this Agreement, we shall have the right (but not the obligation) to purchase any or all of the furnishings, equipment, signs, fixtures, supplies, materials and other assets related to the

operation of the Franchised Business, at your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, the fair market value will be determined by three independent appraisers who collectively will conduct one appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the assets of the Franchised Business, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment. With respect to our option under this Section, we shall purchase assets only and shall assume no liabilities. Our election to purchase the assets must be exercised by written notice to you within 30 days after termination or expiration of this Agreement. If we elect to exercise any such option, we shall have the right to set off from the purchase price: (a) all amounts due from you to us or any of our affiliates; (b) your portion of the cost of any appraisal conducted hereunder; and (c) any costs incurred in connection with any escrow arrangement (including reasonable legal fees and costs). We shall have the unrestricted right to assign this option to any other party, without your consent.

The date on which such purchase is closed will be referred to as the "Closing Date". The following terms and conditions will apply to the option granted by this Section:

All leasehold improvements, furniture, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on "fair market value", then an appraiser shall determine same in accordance with the procedures set forth herein.

All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our affiliate, nominee or designee (as applicable) at the soonest possible time, specifically including any alcoholic beverage licensing, permits or authorizations.

All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).

All property, real or personal, sold to us or our affiliate, nominee or designee (as applicable) under this Section must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions of public record or other limitations which are generally applicable to similar properties in the vicinity.

You will convey to us (or our affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Article or any of the liabilities for which we would otherwise be indemnified by you pursuant to this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

You agree to use your best efforts to assist us (or our affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Section.

16.12 Covenant of Further Assurances. You shall execute any legal document that may be necessary to effectuate the termination of this Agreement and shall furnish to us, within 30 days after the effective date of termination, written evidence satisfactory to us of your compliance with the foregoing obligations.

16.13 Compliance with Covenants. You shall comply with all applicable covenants that, by their nature, survive expiration or termination of this Agreement, including those concerning confidentiality and non-competition and non-solicitation.

16.14 No Further Interest. Other than as specifically set forth above, you shall have no interest in the Franchised Business upon termination or expiration of this Agreement.

17. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS.

17.1 We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the “**Confidential Information**”) relating to the development and operation of Eggmania restaurants, including (without limitation): site selection criteria and development methods; training and operations materials and manuals, including, without limitation, the Manual; methods, techniques, formats, specifications, procedures, information and systems related to, and knowledge of and experience in, the development, operation and franchising of Eggmania restaurants; market research, promotional, marketing and advertising programs for Eggmania restaurants; knowledge of specifications for, and suppliers of, certain products, food items, recipes, materials, supplies, furniture, furnishings and equipment; any computer software or similar technology which is proprietary to us, our affiliates

or the System, including, without limitation, digital passwords and identifications, any source code of, and data, reports and other printed materials generated by, the software or similar technology; knowledge of the operating results and financial performance of Eggmania restaurants, other than the Franchised Business; e-commerce related data (e.g., customer data, click-stream data, cookies, user data, hits and the like); and customer records of all types.

- 17.2 The parties expressly understand and agree that the relationship established between you and us by this Agreement is one of confidence and trust, and that as a result, we will be disclosing and transmitting to you certain trade secrets and other Confidential Information concerning various aspects of your development of the Franchised Business, its methods of operation, techniques and all proprietary systems, procedures and materials relevant thereto, pursuant to the System and this Agreement. In addition, during the course of your development and operation of the Franchised Business, you, your employees, owners or agents may develop ideas, copyrightable works, concepts, methods, techniques or improvements ("**Ideas and Inventions**") relating to your Franchised Business, which you agree to promptly disclose to us. As set forth herein, we will be deemed to own the Ideas and Inventions whether developed separately or in conjunction with us, and may use them and authorize you and others to use them in the operation of Eggmania restaurants. Ideas and Inventions will then also constitute Confidential Information. In the event that the foregoing provisions are held to be invalid or otherwise unenforceable, you and your Owners hereby grant to us an irrevocable, worldwide, perpetual, exclusive, royalty-free license, with the right to sublicense such information, improvement or technique.
- 17.3 You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchised Business, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us, and is disclosed to you for your use solely on the condition that you agree, and you therefore do agree, that:
- 17.3.1 You shall treat and maintain the Confidential Information as confidential both during the term of this Agreement and thereafter;
 - 17.3.2 You shall use the Confidential Information only for your operation of the Franchised Business under this Agreement, and not in any other business or capacity;
 - 17.3.3 You shall not make unauthorized copies of any portion of the Confidential Information (whether disclosed via electronic medium or in written or other intangible form), including, for example, the Manual;
 - 17.3.4 You shall disclose the Confidential Information only as necessary to your employees or agents who have a demonstrable and valid need-to-know the Confidential Information, and not to anyone else;
 - 17.3.5 You shall advise your employees or agents of the confidential nature of

such information and the requirements of nondisclosure thereof; and

- 17.3.6 You shall adopt and implement all reasonable procedures that we prescribe from time to time to prevent the unauthorized use or disclosure of the Confidential Information, including, without limitation, restrictions on disclosure of Confidential Information to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information. We shall be designated a third-party beneficiary of such nondisclosure and noncompetition agreements, with the independent right to enforce such agreements.

These covenants shall survive the expiration, termination or transfer of this Agreement or any interest herein, and shall be perpetually binding upon you and each of your owners. The restrictions on your disclosure and use of Confidential Information will not apply to the following: disclosure or use of information, processes or techniques which you can demonstrate lawfully came to your attention prior to disclosure by us to you; disclosure or use of information, processes or techniques which are generally known and used in the fast-casual dining industry (as long as the availability is not because of a disclosure by you); and disclosure of Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

- 17.5** You further covenant that, during the term of this Agreement, except as otherwise approved in writing by us, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

- 17.5.1 Communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge, or know-how which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You will divulge such confidential information only to such of your employees as must have access to it in order to operate the Restaurant. Any and all information, knowledge, know-how, and techniques which we designate as confidential will be deemed confidential for purposes of this Agreement.
- 17.5.2 Divert or attempt to divert any business or customer of the Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.
- 17.5.3 Employ or seek to employ any of our managerial employees or other managerial personnel, of any Eggmania franchisee's managerial personnel, for a period of at least one year following the non-employment of such employee or personnel, or otherwise directly or indirectly induce any of our managerial employees or of any Eggmania franchisee or developer to leave his or her employment.

17.5.4 Except with respect to Eggmania restaurants operated under valid agreements with us, own, maintain, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any financial or beneficial interest in any business or facility which is competitive with an Eggmania restaurant, wherever located.

17.6 You covenant that, except as otherwise approved in writing by us, you will not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two years thereafter, either directly or indirectly, for yourself as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent, or through, on behalf of, or in conjunction with any person or legal entity or immediate family members (e.g., spouse or children):

17.6.1 Except with respect to Eggmania restaurants operated under valid agreements with us, own, maintain, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any financial or beneficial interest in any business or facility which is the same as or substantially similar or competitive to an Eggmania restaurant, and which is located within a radius of 25 miles of the premises of the Franchised Business or the location of any company or affiliate-owned or franchised Eggmania restaurant which is in existence on the date of expiration or termination of this Agreement.

17.6.2 Employ or recruit any person who is at the time employed by us, or any of our affiliates, or any of our Eggmania franchisees, or otherwise directly or indirectly induce such persons to leave that person's employment.

17.6.3 Divert or attempt to divert any business or customer of the Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the two year period shall be extended by the period of non-compliance.

17.7 Neither you nor any of your Owners will at any time: (a) appropriate or use the trade secrets or any portion of the trade secrets incorporated within the System, in any business which is not within the System; (b) disclose or reveal any portion of the System to any person, other than to your Restaurant's employees as part of their training; (c) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the Franchised Business; or (d) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a business or system by utilizing our System, communicated by us in connection with the Franchised Business.

17.8 You understand and acknowledge that we will have the right, in our sole discretion,

to reduce the scope of any covenant set forth herein, or any portion thereof, without your consent, effective immediately upon receipt by written notice thereof; and you agree that you will comply forthwith with any covenant as so modified, which will be fully enforceable.

- 17.9 You acknowledge that your violation of the terms of this Section 17 will result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly acknowledge and agree that we may seek an injunction prohibiting any conduct by you in violation of the terms of this Section 17. You expressly agree that any violation of the covenants not to compete in this Agreement will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.
- 17.10 You agree to require and obtain the execution of covenants related confidentiality, non-competition and non-solicitation, including covenants applicable upon the termination of a person's relationship with you, from all your officers, directors, managers and, at our request, any other personnel. These covenants must be substantially in the form set forth in Exhibit "4" attached hereto; provided, however, that we reserve the right, in our sole discretion, to decrease the scope of the restrictive covenants set forth in Exhibit "4" or eliminate such restrictive covenants altogether for any person that is required to execute such agreement.

Your failure to obtain execution of any covenants required by this Section shall constitute a material event of default under this Agreement. You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in this Section, and you acknowledge our right, to be exercised as we alone determine, to ourselves and enforce the terms of any such executed Confidentiality and/or Non-Competition Agreements. If the substantive provisions of our Confidentiality and/or Non-Competition Agreements have been breached by an individual employed, engaged or otherwise serving your Franchised Business who has not executed a Confidentiality and/or Non-Competition Agreement in the form required herein, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

- 17.11 You and your owners may not solicit other franchisees, nor use available lists of franchisees, for any commercial or other purpose other than purposes directly related to the operations of the Restaurant.

18. TAXES, PERMITS, AND INDEBTEDNESS.

- 18.1 You will promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind you incur in the conduct of the Restaurant. You will pay us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax)

imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.

- 18.2 In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Restaurant or any improvements thereon.
- 18.3 You will comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or franchises necessary for the full and proper conduct of the Restaurant, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health and sanitation permits and ratings, and fire clearances.
- 18.4 You will notify us in writing within five days after you receive notice of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Restaurant.

19. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

- 19.1 It is understood and agreed by the parties to this Agreement that this Agreement does not create a fiduciary relationship between them, that you shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. During the term of this Agreement and any extensions or renewals of this Agreement, you shall hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a license from us and as an authorized user of the System and the Proprietary Marks which are owned by us. You agree to take such affirmative action as may be necessary to do so, including, without limitation, exhibiting to clients and others such notices of independent ownership as we may require from time to time, in a conspicuous place on the premises of the Franchised Business and on such forms, business cards, stationery and advertising and other materials as we may specify. We shall not have the power to hire, supervise or fire your employees, and except as expressly provided in this Agreement, we may not control your funds or expenditures thereof or in any other way exercise dominion or control over the Franchised Business. You further agree that any employee, agent or independent contractor that you hire will be your employee, agent or independent contractor, and not our employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Restaurant in compliance with federal, state, and local employment laws.

- 19.2 It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we shall in no event assume liability for or be deemed liable under this Agreement as a result of any such action or by reason of any act or omission of you in your conduct of the Franchised Business or any claim or judgment arising therefrom against us.
- 19.3 Except as otherwise expressly authorized by this Agreement, neither party to this Agreement will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between you and us is other than that of Franchisor and Franchisee. We do not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised by this Agreement.
- 19.4 You agree that you will, at your sole cost, at all times defend and hold harmless us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (we and all others referenced above being the “Franchisor Parties”), and indemnify and hold harmless us and the Franchisor Parties to the fullest extent permitted by law, against all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your entry into this Agreement; your establishment, construction, ownership, opening and operation of your Restaurant and Franchised Business, including any other business operating within or in relation to the Restaurant (which other business, if any, shall be subsumed within this paragraph’s references to the Restaurant) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of the franchised Restaurant or Business; crimes committed on or near any of the premises or facilities of your Franchised Business or vehicles used by your Franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Restaurant, whether or not any of the foregoing was approved by us; defects in any Restaurant you construct and/or operate, whether or not discoverable by you or by us; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or

representatives of you and/or the Franchised Business and/or the Location (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business, the Location or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any delivery person or vehicle serving your Franchised Business; any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement (including, without limitation, your unauthorized use of the Proprietary Marks, violation of any applicable laws, codes, rules or regulations or failure to comply with Privacy Laws); your violation of Privacy Laws; all liabilities arising from your offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities, equity interests or other ownership interests in you or the franchised Restaurant or Business; all activities, conduct and representations which you may engage in connected to any actual or attempted assignment or other transfer of any interest whatsoever in you or the franchised Restaurant or Business (or any entity which controls you or the franchised Restaurant or Franchised Business); and, any action by any customer of yours or visitor to your Restaurant or any other facility operated in conjunction with your Franchised Business (collectively, an "Indemnification Claim"). As used above, the phrase "claims, losses, liabilities and costs" includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

- 19.5 Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Franchisor Parties' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).
- 19.6 You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three days of your actual or constructive knowledge of it. At our election, you will also defend us and the other Franchisor Parties (including us) against the Indemnification Claim. If you or any of your affiliates and the Franchisor Parties (or any one of them) are named as co-

defendants, and there is a conflict of interest between them such that they cannot be represented by common counsel, then the Franchisor Parties may retain separate counsel at your expense and you will promptly reimburse the Franchisor Parties for all costs and attorneys' fees incurred upon request and as they are incurred. We will have the right, at your cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Franchisor Parties and hold them harmless.

- 19.7 We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so. You will not settle or compromise any legal action in which any Indemnitee is a defendant without our prior written consent, which we may grant or withhold in our sole discretion. None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us). The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

20. APPROVALS AND WAIVERS.

- 20.1 Whenever this Agreement requires our prior approval or consent, you will make a timely written request to us therefore, and such approval or consent will be obtained in writing.
- 20.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to us in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.
- 20.3 No failure of us to exercise any power reserved to us in this Agreement, or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of our rights to demand exact compliance with any of the terms of this Agreement. Our waiver of any particular default will not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor will our delay, forbearance, or omission to exercise any power or right arising out of your breach or default of any of the terms, provisions, or covenants of this Agreement affect or impair our rights; nor will such constitute our waiver of any rights hereunder or rights to declare any subsequent breach or default.

21. NOTICES.

Any notice, request or protest required or permitted to be given under this Agreement must

be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through “signature capture” or otherwise, of documenting delivery or attempted delivery of the notice, or by electronic mail with third party proof of delivery (including date and time); and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Manual a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to Us: VRAJ FRANCHISOR, LLC
 14 Liberty Avenue
 Jersey City, New Jersey 07306
 Attention: Viral Patel

With a copy to: Kaufmann Gildin & Robbins LLP
 767 Third Avenue, 30th Floor
 New York, NY 10017
 Attention: David J. Kaufmann, Esq.

Notices to You: _____

With a copy to: _____

Either party to this Agreement may, in writing, on ten days’ notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

22. ENTIRE AGREEMENT.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. The preambles and exhibit(s) are part of this Agreement, which constitute the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This provision is intended to define the nature and extent of the parties’ mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties further acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties, which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain.

23. SEVERABILITY AND CONSTRUCTION.

- 23.1 Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term, and/or provision herein 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, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement.
- 23.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than FRANCHISEE, FRANCHISOR, FRANCHISOR's officers, directors, and employees, and such, any rights or remedies under or by reason of this Agreement.
- 23.3 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.
- 23.4 All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision hereof.

24. APPLICABLE LAW AND DISPUTE RESOLUTION.

- 24.1 **Governing Law.** This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York and if your Franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or

which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

24.2 Venue. Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment exclusively in a state or federal district court of competent jurisdiction situated in New Jersey. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You (and each of your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) agrees that any dispute as to the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Restaurant or Franchised Business location, we may bring such an action in any state or federal district court which has jurisdiction. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of “forum non conveniens”). The parties agree that this Section shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

24.3 [Reserved]

24.4 [Reserved]

24.5 Injunctive Remedy for Breach. Nothing in this Agreement shall bar our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

24.6 Attorney Fees and Costs; Limitation on Actions. (a) If legal action, including any motion to compel action on appeal, is necessary to enforce the terms and conditions of this Agreement or for violation of this Agreement, the prevailing

party will be entitled to recover reasonable compensation for preparation, investigation and court costs or both and reasonable attorney fees, as fixed by a court of competent jurisdiction. (b) Any and all legal actions or proceedings brought by you against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which you knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

24.7 WAIVER OF CERTAIN LEGAL RIGHTS:

24.7.1 BOTH WE AND YOU WAIVE AND AGREE NOT TO INCLUDE IN ANY PLEADING OR DEMAND: CLASS ACTION CLAIMS (OR TO JOIN ANY CLASS ACTION CLAIMS); DEMAND FOR TRIAL BY JURY; CLAIMS FOR LOST PROFITS; OR CLAIMS FOR PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES.

24.7.2 IF ANY PLEADING OR DEMAND IS FILED THAT CONTAINS ANY OF THESE CLAIMS OR A JURY DEMAND, OR IF A COURT DETERMINES THAT ALL OR ANY PART OF THE WAIVERS ARE INEFFECTIVE, THEN THE PLEADING SHALL BE DISMISSED WITH PREJUDICE, LEAVING THE PLEADING PARTY TO ITS COURT REMEDY.

24.7.3 NO CLAIMS BY EITHER OF US CAN BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTY. IF SUCH CLAIMS CANNOT BE WAIVED BY LAW, THEN THE PARTIES AGREE THAT ANY RECOVERY WILL NOT EXCEED TWO TIMES ACTUAL DAMAGES.

24.8 No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be, deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

24.9 Nothing herein contained will bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

24.10 You will pay us all damages, costs, and expenses, including attorneys' fees, we incur in enforcing any provision of this Agreement, including without limitation the obtaining of injunctive relief.

25. ENFORCEMENT.

- 25.1** If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions of this Agreement, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement, or any specification, standard or operating procedure prescribed by us, any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement shall be effective only in such jurisdiction, unless we elect to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.
- 25.2** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice of such waiver or reduction to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request for such approval or consent, and such approval or consent shall be obtained in writing. If, for any reason or no reason, we deny approval or consent, and you seek legal redress for such denial, the only relief to which you will be entitled is to acquire our approval or consent. You are not entitled to any other relief or damages for our denial of approval or consent for any reason or no reason.
- 25.3** We make no warranties or guarantees, and assume no liability or obligation to you, by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefore. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us, and may be revoked, at our sole discretion, at any time and for any reason, effective upon delivery to you of ten days prior written notice.
- 25.4** We and you shall not be deemed to have waived or impaired: any right, power or option reserved by this Agreement (including, without limitation the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms in this Agreement; any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard, or operating procedure;

and waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Eggmania restaurants; or our acceptance of any payments due from you after breach of this Agreement.

25.5 Unavoidable Delay or Failure to Perform (Force Majeure). Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control - including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; lockouts; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

25.6 Attorneys' Fees – Third Party Actions. If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives (the "Franchisee Party(ies)") your Restaurant and/or your Franchised Business by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor; or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

26. YOUR REPRESENTATIONS, WARRANTIES AND COVENANTS.

26.1 Your Investigation of this Franchise.

26.1.1 You acknowledge having received our Franchise Disclosure Document at least 14 calendar days before you executed this Agreement or paid any

consideration to us or an affiliate. You further acknowledge that you understand the terms of this Agreement (including all Exhibits) and accept them as being reasonably necessary for us to maintain the uniformity of Eggmania franchises and to protect the goodwill of the Proprietary Marks and the integrity of the System.

- 26.1.2 You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or projected sales, expenses and/or profits of franchised or non-franchised Eggmania Restaurants.
- 26.1.3 You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement.
- 26.1.4 Whenever we have expressly reserved in this Agreement, or are deemed to have, a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, then except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our business judgment of what is in our best interests, including, without limitation, our judgment of what is in the best interests of our franchise network and the long-term interests of the System overall, at the time our decision is made or our right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions could have been made by us; (b) our decision or the action we take promotes our financial or other individual interest; (c) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered

reasonable.

26.1.5 You understand that we do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.

26.2 If you are a corporation, partnership, limited liability company or other legal entity:

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

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

26.2.3 Your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of Eggmania restaurants. You warrant and represent that neither you nor any of your owners own, operate or have any financial or beneficial interest in any business that is the same as or substantially similar to an Eggmania restaurant;

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

26.2.5 You will provide to us, at our request, copies of your articles of incorporation and bylaws or, as applicable, your written partnership or limited liability company agreement, other governing documents, any amendments to them, resolutions authorizing your entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of your stock or other ownership interests and any other documents that we may reasonably request;

26.2.6 Your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

26.2.7 **Schedule "B"** hereto accurately and completely describes all of your owners and their ownership interests in you as of the Effective Date. You agree to sign and deliver to us a revised **Schedule "B"** to reflect any permitted changes in the information **Schedule "B"** now contains (no

ownership changes may be made without our prior written approval);

26.2.8 Each of your owners during the term of this Agreement will sign and deliver to us our standard form of Owners' Guaranty, undertaking to be bound, jointly and severally, by all provisions of this Agreement. A copy of our current form of Owners' Guaranty is attached as Exhibit "5" to this Agreement; and

26.2.9 You must, subject to our approval, designate at least one of your owners as your "**Operating Principal.**" The Operating Principal must maintain direct or indirect ownership interest of not less than 5% of the Franchised Business and must have full authority to bind you with respect to all operational decisions with respect to your Franchised Business. If you are an individual, you will perform all obligations of the Operating Principal. The Operating Principal must devote best efforts to the development and operation of the Franchised Business, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments (except other Eggmania franchises operated under valid agreements with us) or otherwise may conflict with your obligations under this Agreement. If, at any time, your Operating Principal cannot fulfill its responsibilities under this Agreement, you must appoint a qualified replacement from among your owners, subject to our approval, to serve as the replacement Operating Principal. The Operating Principal must at all times be on-site or on-call to oversee the operations of the Franchised Business and meet our initial and ongoing requirements for serving as an Operating Principal.

26.3 Legal Compliance. In addition to complying with your obligations under this Agreement, you agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders. Such laws, rules, regulations, ordinances and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is your sole responsibility to apprise yourself of the existence and requirements of all such laws, rules, regulations, ordinances and orders, and to adhere to them at all times during the term of this Agreement.

26.4 Anti-Terrorism Activities. You certify that neither you nor any of your owners, employees or anyone associated with you is listed in connection with any Anti-Terrorism Law (as defined below) and you agree not to hire or have any dealings with a person so listed. You further certify that you have no knowledge or information that, if generally known, would result in you, your owners, employees, or anyone associated with you being so listed. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws and, in connection with such compliance, you represent and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your owners are not otherwise in violation of any of the Anti-Terrorism Laws. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your owners or employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or one of our affiliates. For

purposes of this Agreement, “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

26.5 Continuing Obligations. You and your Owners make the foregoing representations, warranties and covenants understanding that such representations, warranties and covenants are continuing obligations. You agree to cooperate with us to verify you and your owners’ continuing compliance with such representations, warranties and covenants. Any failure to comply with these representations, warranties and covenants will constitute a material event of default under this Agreement.

27. RELEASE OF PRIOR CLAIMS.

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges us and our officers, directors, employees, agents and servants, including our subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

28. NO ORAL MODIFICATION

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

29. SUBMISSION OF AGREEMENT

Our tendering this Agreement to you does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the “Effective Date”, will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written (regardless of the actual date of signature).

FRANCHISOR:

VRAJ FRANCHISOR, LLC

Witness

By:
Its:

Witness

FRANCHISEE:

Business entity name (if applicable): _____

Witness

By: _____
Print Name: _____
Title: _____

Witness

Address: _____

[Signature Page to VRAJ FRANCHISOR, LLC Restaurant Franchise Agreement]

STATE ADDENDA TO RESTAURANT FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

1. Section 26.1 ("Your Investigation of this Franchise") does not apply to franchises in California.
2. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

ILLINOIS ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Illinois law governs the Restaurant Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Illinois Addendum to Restaurant Franchise Agreement]

INDIANA ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Restaurant Franchise Agreement or New York law if such provisions are in conflict with Indiana law. The Restaurant Franchise Agreement will be governed by Indiana law, rather than New York law, as stated in Section 24 of the Restaurant Franchise Agreement (regarding "Governing Law").
2. Venue for litigation will not be limited to New Jersey, as specified in Section 24.2 of the Restaurant Franchise Agreement ("Venue").
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Section 15 of the Restaurant Franchise Agreement ("Default and Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Restaurant Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. [reserved]
6. Section 17 of the Restaurant Franchise Agreement, in regard to the covenant not to compete, is revised to limit the geographical extent of the post-term covenant not to compete to Franchisee's protected territory for all franchises sold in the State of Indiana.
7. Section 24.5 of the Restaurant Franchise Agreement (regarding injunctive remedy for breach) will not apply to franchises offered and sold in the State of Indiana.
8. Section 24.7 of the Restaurant Franchise Agreement (regarding waiver of jury trial and punitive damages) is deleted from the Restaurant Franchise Agreement.
9. Notwithstanding the terms of Section 19 of the Restaurant Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.
10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____
Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Indiana Addendum to Restaurant Franchise Agreement]

MARYLAND ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Restaurant Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Notwithstanding anything to the contrary in the Restaurant Franchise Agreement, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
2. Section 24.2 of the Restaurant Franchise Agreement (regarding venue for dispute resolution) requires venue to be limited to New Jersey. This provision is deleted from all Restaurant Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
3. [reserved]
4. The following sentences are added at the end of the last paragraph of Section 1.4 of the Restaurant Franchise Agreement (regarding rights reserved by the Franchisor):

"The waivers and releases in this paragraph are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The waivers and releases in this paragraph will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."
5. The following language is added to the last sentence of Section 22 of the Restaurant Franchise Agreement ("Entire Agreement"): "provided, however, that the previous language is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. The following sentence is added at the end of Section 28 of the Restaurant Franchise Agreement ("No Oral Modification"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Maryland Addendum to Restaurant Franchise Agreement]

MINNESOTA ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 24.2 of the Restaurant Franchise Agreement ("Venue"):

"Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Restaurant Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Restaurant Franchise Agreement.
4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
5. Section 24.5 of the Restaurant Franchise Agreement ("Injunctive Remedy for Breach") is supplemented with the following:

"You agree that if you engage in non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

6. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Minnesota Addendum to Restaurant Franchise Agreement]

NEW YORK ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Restaurant Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The last sentence of Section 8.5 of the Restaurant Franchise Agreement ("Confidential Operations Manual") is amended to read as follows:

"The Manual and any additions, deletions, revisions or supplements to the Manual are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. The sections of the Restaurant Franchise Agreement requiring the Franchisee to provide a general release to the Franchisor in certain circumstances, are each amended to include the following language immediately following the requirement that Franchisee execute a general release:

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. Section 24.5 of the Restaurant Franchise Agreement ("Injunctive Remedy for Breach") is supplemented as follows:

"You agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – New York Addendum to Restaurant Franchise Agreement]

RHODE ISLAND ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

1. Any provision in the Restaurant Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Restaurant Franchise Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a Restaurant 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."
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By:_____

Name: _____

Title: _____

VIRGINIA ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

WASHINGTON ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT, ACKNOWLEDGMENT AND RELATED MATERIALS

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

1. If any of the provisions in the franchise disclosure document or Restaurant Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and Restaurant Franchise Agreement with regard to any franchise sold in Washington.
2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Restaurant Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
3. A release or waiver of rights executed by a Franchisee will not include rights under the Washington Franchise Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Restaurant Franchise 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
4. The state of Washington has a statute, RCW 19.100.180 which may supersede the Restaurant 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 Restaurant Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.
5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
6. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.
7. [intentionally omitted]
8. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Restaurant Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
9. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring

any employee of the franchisor. As a result, any such provisions contained in the Restaurant Franchise Agreement or elsewhere are void and unenforceable in Washington.

10. The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.
11. Section 5.5 of the Restaurant Franchise Agreement is removed from the Restaurant Franchise Agreement and replaced with “[Intentionally omitted]” with respect to Washington franchisees..
12. The following language from Section 10.1 of the Restaurant Franchise Agreement does not apply to Washington franchisees: “You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business’s prices.”
13. All sentences of Section 14.2.12 of the Restaurant Franchise Agreement, except for the first sentence, are removed from the Restaurant Franchise Agreement (i.e., all sentences concerning the “Total Sales Price” of a franchisee’s sale, assignment or transfer) with respect to Washington franchisees.
14. The following clause is removed from Section 15.10 of the Restaurant Franchise Agreement: “and you shall never contend or complain otherwise.”
15. The following is added at the end of Section 19.5 of the Restaurant Franchise Agreement: “Notwithstanding anything to the contrary herein, indemnification by the Franchisee does not apply to any claims arising under the State of Washington’s Franchise Investment Protection Act, chapter 19.100 RCW.”
16. The claims limitation provision in Section 24.6 of the Restaurant Franchise Agreement does not apply to Washington franchisees.
17. The following statements are removed from Section 26.1.2 of the Restaurant Franchise Agreement:

“You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information.”
18. The following portions of the Restaurant Franchise Agreement are removed with respect to Washington franchisees:
 - i. In Section 26.1.4, the sentence which commences with the words “If applicable law implies a covenant of good faith and fair dealing...”.
19. Section 27 of the Restaurant Franchise Agreement (“Release of Prior Claims”) does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules promulgated thereunder.
20. The following statement within Section 29 of the Restaurant Franchise Agreement (“Submission of Agreement”) is removed with respect to Washington franchisees: “[o]ur tendering this Agreement to you does not constitute an offer.”

21. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Washington Addendum to Restaurant Franchise Agreement]

WISCONSIN ADDENDUM TO RESTAURANT FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Restaurant Franchise Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Restaurant Franchise Agreement.
2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Section 15 of the Restaurant Franchise Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

SCHEDULE "A" TO THE RESTAURANT FRANCHISE AGREEMENT

APPROVED LOCATION/PROTECTED TERRITORY

Section A: Approved Location

The address of the Approved Location referred to in Section 1.2 of the Agreement is as follows: _____

If a map is attached, check here: _____

Franchisee acknowledges that Franchisor's approval of the Location is not a guarantee, recommendation or endorsement of the Location, and that the success of the Restaurant to be operated at the Location is dependent upon Franchisee's abilities as an independent business person. If this Schedule "A" is not completed at execution of the Restaurant Franchise Agreement, then no Location has yet been obtained and this Schedule "A" will be completed at a later date or if not completed, the Franchisor's written approval of the actual Location shall be deemed to replace Section A of this Schedule.

Section B: Protected Territory

The Protected Territory referred to in Section 1.3 of the Agreement is as follows:

_____.

If a map is attached, check here: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

VRAJ FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE "B" TO THE RESTAURANT FRANCHISE AGREEMENT

FRANCHISEE IDENTIFICATION AND OWNERSHIP

Effective Date: This Statement of Ownership Interests is current and complete

as of _____, 20____

1. **Form of Owner.** My official name is _____. I am a (check one):

General Partnership ☐

Corporation ☐

Limited Partnership ☐

Limited Liability Company ☐

Other ☐

Specify: _____

2. **Business Entity.** I was incorporated or formed on _____, under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company, or partnership name and the name(s) _____. The following is a list of all persons who have management rights and powers (e.g., officers, directors, managers, partners, etc.) and their positions, as of the Effective Date shown above:

Name of Person	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners.** The following list includes the full name and mailing address of each person who is one my owners (as defined in the Restaurant Franchise Agreement), including all shareholders, partners, members, or other investors owning or holding a direct or indirect interest in me, and fully describes the nature of each person's interest (attach additional sheets if necessary):

Owner's Name and Address	Nature of Interest	% of Ownership Interest in Franchisee

4. **Operating Principal.** My Operating Principal is:_____ (must be one of the individuals listed in paragraph 3 above). I understand that I may not change the Operating Principal without Franchisor's prior written approval.
5. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

FRANCHISEE:

[Name of business entity, if applicable]

By:_____

Name:_____

Title:_____

**EXHIBIT “1” TO THE RESTAURANT FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT
(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)**

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT
(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)

The undersigned depositor, ("Depositor") authorizes VRAJ FRANCHISOR, LLC ("Franchisor") to request debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit the account according to Franchisor's instructions.

_____	_____
Depository	Branch

Street Address, City, State, Zip Code

_____	_____
Bank Transit/ABA Routing Number	Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository will give Franchisor and Depositor 30 days prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor's account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty 45 days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount of it to the account.

These rights are in addition to any rights Depositor may have under federal and state banking laws.

_____	_____
Depositor	Depository

By: _____	By: _____
-----------	-----------

_____	_____
Title	Title

_____	_____
Date	Date

EXHIBIT "2" TO THE RESTAURANT FRANCHISE AGREEMENT

OPTION TO ASSUME LEASE

OPTION TO ASSUME LEASE

1. If _____ (“Tenant”) defaults under the Lease dated _____ (“Lease”) by and between _____ (“Landlord”) and Tenant for the premises located at _____ (“Premises”), or if VRAJ FRANCHISOR LLC (“Franchisor”) terminates Tenant’s franchise agreement covering the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to the terms of this Option which supplements and forms a part of the Lease.

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

3. Franchisor may, within 30 days from receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or sending of notice to Landlord that Franchisor has terminated Tenant’s franchise agreement covering the Premises, notify Landlord of Franchisor’s decision to assume the Lease (including any applicable renewal options). If Franchisor exercises its right to assume the Lease by sending Landlord the required notice, immediately upon Franchisor’s receipt of possession of the Premises, Franchisor will cure all of Tenant’s monetary defaults under the Lease, begin curing all of Tenant’s non-monetary defaults under the Lease, and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant’s rights and obligations under the Lease, subject to (i) Franchisor’s right, without the need to obtain Landlord’s consent, to sublet the Premises or assign the Lease to an approved franchisee, licensee, joint venture partner, or other designee of Franchisor (ii) Franchisor not being subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, licensee, joint venture partner, or other designee, provided however, that such period of closure will not exceed 90 days in each instance and provided further that Franchisor continues to pay rent during such period of closure pursuant to the terms of the Lease; and (iii) Franchisor’s right, if it subleases the Premises to a franchisee, licensee, joint venture partner, or other designee as provided above, to retain all consideration payable under such sublease.

4. If Franchisor exercises its right to assume the Lease, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten days of Franchisor’s written notice, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant’s defaults under the Lease, including interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises). Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile or PDF or other electronic signature may be used for any purpose in lieu of an original signature.

5. The Lease may not be amended without the Franchisor's advance written consent.

6. The Franchisor may enter the premises of the Lease to protect the Eggmania system and bad or to cure any default by the Tenant with regard to the Tenant's franchise agreement with the Franchisor (provided that no structural changes may be made to the premises without Landlord's consent).

This Option is dated_____, 20_____.

LANDLORD

By:_____

Its:_____

Address _____

Phone _____

TENANT

By:_____

Its:_____

By: _____

, Individually

By: _____

, Individually

By: _____

, Individually

FRANCHISOR: VRAJ FRANCHISOR, LLC
(franchisor of Eggmania Restaurants)

By:_____

Its: _____

**EXHIBIT “3” TO THE RESTAURANT FRANCHISE AGREEMENT
SUBLEASE AGREEMENT**

SUBLEASE

This Sublease is made on this _____ day of _____, 20____, between [Franchisor or its designated affiliate], a [State] [Entity Type] (“**Sublandlord**”), whose address is [_____,] and [Franchisee], a [State] [Entity Type] (“**Subtenant**”), whose address is _____, who agree as follows:

1. RECITALS

This Sublease is made with reference to the following facts and objectives:

A. _____, whose address is _____ (“**Master Landlord**”) and Sublandlord, as tenant, entered into a written lease dated _____ (“**Master Lease**”), covering premises containing approximately _____ square feet located at _____ (“**Premises**”), which Premises are more particularly described in the Master Lease. The Master Lease is incorporated into and made a part hereof, and Subtenant acknowledges having carefully read the Master Lease prior to execution of this Sublease.

B. Subtenant desires to sublet the Premises from Sublandlord on the provisions contained in this Sublease.

C. Sublandlord or its affiliate, as Franchisor, and Subtenant, as Franchisee, have entered into a written Restaurant Franchise Agreement (“**Franchise Agreement**”) pursuant to the terms of which Subtenant has acquired the limited right and license to operate one (1) “Eggmania” business establishment at the Premises which are the subject of this Sublease.

2. PREMISES

Sublandlord hereby leases to Subtenant and Subtenant hereby leases from Sublandlord the Premises for the operation of a restaurant establishment to be operated by Subtenant under the trade name “Eggmania” or such successor trade name as Sublandlord or its affiliate may implement for such restaurant system from time to time in accordance with the Franchise Agreement.

3. TERM

The term of this Sublease shall commence at [the same time as the term of the Master Lease], and shall end [one (1) minute before the expiration of the term of the Master Lease or any applicable extension thereof].

4. RENT

Subtenant shall pay to Sublandlord, as rent and other tenant charges, without deduction, setoff, prior notice, or demand, the same rent that Sublandlord is required to pay to Master Landlord pursuant to the provisions of the Master Lease. Said rent shall be due and payable ten (10) days

prior to the date Sublandlord is required to pay same to Master Landlord pursuant to said Master Lease. Subtenant shall deliver to Sublandlord a check in the amount of \$[_____] representing the first month's rent under this Sublease contemporaneous with the execution and delivery of this Sublease to Sublandlord. At Sublandlord's sole option, Sublandlord may require Subtenant to pay all rent and other tenant charges directly to the Master Landlord pursuant to the terms of the Lease.

5. INCORPORATION BY REFERENCE

All terms and conditions of the Master Lease are incorporated into this Sublease as if fully set forth herein. In the event of any conflict between provisions of the Master Lease and the terms and conditions of this Sublease, the provisions of this Sublease shall govern and control.

6. ASSUMPTION OF TENANT OBLIGATIONS

Subtenant shall assume, perform and be responsible for Sublandlord's obligations as Tenant under the Master Lease provisions incorporated herein by Paragraph 5 hereof to the extent that said provisions are applicable to the Premises subleased hereunder. Subtenant agrees to indemnify and hold Sublandlord harmless on account of any and all claims of any kind made by Master Landlord under the Master Lease or by any other person or party on account of any obligation of the Subtenant pursuant to the Master Lease arising after the commencement of this Sublease. In the event Subtenant fails to keep and perform each and every obligation of the Sublandlord under the Master Lease, then Sublandlord shall have the right, at its sole option, to (i) perform such obligations, including the payment of rents and other tenant charges, and all sums so expended shall be due and payable to Sublandlord on demand, or (ii) terminate this Sublease. Any termination of this Sublease as provided for herein shall (a) not relieve the Subtenant of any obligations incurred or arising under this Sublease prior to the date of such termination, and (b) shall relieve Sublandlord of any future obligations to Subtenant under this Sublease.

7. SUBLANDLORD OBLIGATIONS

Sublandlord does not assume the obligations of the Master Landlord under the provisions of the Master Lease, but shall exercise reasonable diligence in attempting to cause Master Landlord to perform its obligations under the Master Lease for the benefit of Subtenant. Provided, however, that:

- A. Sublandlord shall have, with respect to Subtenant, all the rights of Master Landlord under the Master Lease provisions;
- B. Wherever notice is required to be given by Master Landlord to Tenant, Sublandlord shall be required to give such notice to Subtenant; and
- C. Any option to extend the term of the Master Lease contained in the Master Lease is hereby granted by Sublandlord to Subtenant provided Subtenant is not in default of the Franchise Agreement or this Sublease, and Subtenant gives Sublandlord written notice on a timely basis.

8. ALTERATIONS. Except as permitted or required by the Franchise Agreement, Subtenant

shall not make any alterations to the Premises without Sublandlord's prior written consent. Any alterations made with the consent of Sublandlord shall remain on and be surrendered with the Premises on expiration or termination of the term of the Master Lease, except that Sublandlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Subtenant to remove any alterations that Subtenant has made to the Premises. If Sublandlord so elects, Subtenant at its cost shall restore the Premises to the condition designated by Sublandlord in its election, before the last day of the term, or within ten (10) days after notice of election is given, whichever is later.

If Subtenant makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until two (2) days after Subtenant has provided notice to Sublandlord stating the date the installation of the alterations is to commence.

9. ASSIGNMENT; SUBLETTING

Subtenant shall not voluntarily assign or encumber its interest in this Sublease or in the Premises, or further sublease all or any part of the Premises, or allow any other person or entity (except Subtenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Sublandlord's consent. Any assignment, encumbrance, or further sublease without Sublandlord's consent shall be voidable and, at Sublandlord's election, shall constitute a default. No consent to any assignment, encumbrance, or further sublease shall constitute a further waiver of the provisions of this paragraph.

10. SUBLANDLORD'S ENTRY ON PREMISES

Sublandlord and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether Subtenant is complying with its obligations under this Sublease and under the Franchise Agreement and to perform any act which Sublandlord has the right or duty to perform under the terms of the Master Lease, this Sublease or the Franchise Agreement.

11. EFFECT OF FRANCHISE AGREEMENT

A. Any breach by Subtenant of any obligation imposed on Subtenant as Franchisee under the terms of the Franchise Agreement related to the Premises shall constitute a breach of this Sublease, and an event of default hereunder.

B. The Franchise Agreement is not incorporated by reference; however, the terms and conditions of the Franchise Agreement shall, to the extent possible, be read in a manner consistent with the terms and provisions of this Sublease. If there is inconsistency between the provisions of this Sublease and the Franchise Agreement, the terms and provisions of the Franchise Agreement shall govern and control.

C. The termination, for whatever reason, of:

(i) The Franchise Agreement; or

(ii) The continuation of the limited right and license of Subtenant (as Franchisee) to operate

an "Eggmania" restaurant establishment on the Premises, shall, at the election of Sublandlord, terminate this Sublease. Notwithstanding an event of termination, the defaulting party shall be liable to the non-defaulting party for all damage suffered by the non-defaulting party as a result of termination of this Sublease.

12. TENANT'S PERFORMANCE UNDER MASTER LEASE

At any time, with prior notice to Subtenant, Sublandlord can elect to require Subtenant to perform its obligations under this Sublease directly to Master Landlord, and Subtenant shall do so on Sublandlord's election, in which event Subtenant shall send to Sublandlord from time to time copies of all notices and other communications it shall send to and receive from Master Landlord.

13. COVENANT OF QUIET ENJOYMENT

Sublandlord represents that the Master Lease is in full force and effect and that there are no defaults on Sublandlord's part under it as of the commencement of the term of this Sublease.

Subject to the Sublease terminating as provided in Paragraph 14, Sublandlord represents that if Subtenant performs all the provisions in this Sublease to be performed by Subtenant, Subtenant shall have and enjoy throughout the term of this Sublease the quiet and undisturbed possession of the Premises.

14. MASTER LEASE

This Sublease is subject to all the provisions of the Master Lease, and Subtenant shall not suffer any act or omission that will violate any of the provisions of the Master Lease. Notwithstanding the foregoing, the following terms of the Master Lease shall not apply hereunder:

[insert any terms which, by their nature, are not applicable to the particular sublease]

This Sublease shall be construed in accordance with, and its validity and effect shall be governed by, the laws of the state in which the Premises is located.

If the Master Lease terminates, this Sublease shall terminate and the parties shall be relieved from all liabilities and obligations under this Sublease; except that if this Sublease terminates as a result of a default of one of the parties under this Sublease or the Master Lease, or both, the defaulting party shall be liable to the non-defaulting party for all damage suffered by the non-defaulting party as a result of termination.

If Sublandlord is given the right under the Master Lease to terminate the Master Lease (e.g., in case of destruction) Subtenant shall have the right, in its sole discretion, to determine whether it wishes to have the Master Lease terminated. If Subtenant elects to have the Master Lease terminated, Subtenant shall terminate this Sublease and Sublandlord shall terminate the Master Lease.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

SUBLANDLORD:

**[Franchisor or its designated affiliate],
a [State] [Entity Type]**

SUBTENANT:

**[Franchisee]
A [State] [Entity Type]**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS REGARDING SUBLEASE

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS REGARDING SUBLEASE is given effective as of the day of _____, 20____, by _____
[Individual Franchisee, or partners/shareholders of Franchisee].

In consideration of, and as an inducement to, the execution of that certain Sublease of even date herewith (the “**Agreement**”) by _____ [Sublandlord], a [State] [Entity Type] (the “**Sublandlord**”), each of the undersigned hereby, jointly and severally, and unconditionally (a) guarantees to the Sublandlord, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ (“**Subtenant**”) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (1) acceptance and notice of acceptance by Sublandlord of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of obligations hereby guaranteed; (4) any right he/she may have to require that an action be brought against Subtenant or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he/she may be entitled.

Each of the undersigned consents and agrees that: (1) his/her direct and immediate liability under this guaranty shall be joint and several; (2) he/she shall render any payment or performance required under the Agreement upon demand if Subtenant fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Sublandlord of any remedies against Subtenant or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Sublandlord may from time to time grant to Subtenant or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

The undersigned hereby agree that (a) the Percentage of Ownership in Subtenant set forth below equals 100% of the ownership of Subtenant and (b) notwithstanding any percentage of ownership stated below, such percentage shall in no way limit each of the undersigned's liability under the terms of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

PERCENTAGE OF
OWNERSHIP
IN SUBTENANT

Signature: _____
(Printed Name _____)

_____ %

Signature: _____
(Printed Name _____)

_____ %

Signature: _____
(Printed Name _____)

_____ %

Signature: _____
(Printed Name _____)

_____ %

Signature: _____
(Printed Name _____)

_____ %

[signature page – Guarantee and Assumption of Obligations Regarding Sublease]

EXHIBIT “4” TO THE RESTAURANT FRANCHISE AGREEMENT
NON-DISCLOSURE AND NON-COMPETE AGREEMENT

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

The undersigned, _____ (“Confidant”), in exchange for: (a) certain proprietary information and operational training provided by VRAJ FRANCHISOR, LLC (“**Franchisor**”) and (b) the grant of a franchise by Franchisor as stated below or (c) employment by one of the franchisees of Franchisor, agrees as follows:

RECITALS

WHEREAS, Franchisor licenses the use of a distinctive system (the “**System**”) for the development and operation of an Eggmania restaurant utilizing the Eggmania system that operates under the trade name Eggmania (the “**Restaurant**” or the “**Eggmania restaurant**”);

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including, but not limited to, the mark “Eggmania” and such other trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin (“**Marks**”), as Franchisor and/or its affiliates may develop in the future to identify for the public the source of services and the products marketed under such Marks and under the System;

WHEREAS, the Marks and System provide economic advantages to Franchisor, and the System is not generally known to, and is not readily ascertainable by proper means by, Franchisor’s competitors who could obtain economic value from knowledge and use of the System;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the System;

WHEREAS, Franchisor has granted franchisee _____ (the “**Franchisee**”) the right to operate a Restaurant using the Marks and the System for the period defined in a Franchise Agreement dated _____ (the “**Franchise Agreement**”), between Franchisor and Franchisee;

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the System;

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors, managers and holders of ownership interests in Franchisee, or any entity having an interest in Franchisee of which Covenantor is one, to have access to and to use of the System in the management and operation of Franchisee's Eggmania restaurant;

WHEREAS, Covenantor wishes to become a Franchisee, or remain or become employed by or associated with Franchisee;

WHEREAS, Covenantor wishes and needs to receive and use the System in the course of his or her employment or association in order to effectively perform his services and duties as or for Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the System constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the proprietary information and provide certain materials relating to the System. All capitalized terms not defined in this Agreement shall have the meaning given in the Franchise Agreement. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data which Franchisor provides to Franchisee and/or Covenantor shall be deemed proprietary for the purposes of this Agreement.

2. Covenantor shall be granted access to the System in confidence and shall, at all times, maintain same in confidence, and use same only in the course of his/her employment by or association with Franchisee and then only in connection with the development and/or operation by Franchisee of a Restaurant using the System for so long as Franchisee is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations relating to the System without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the information and materials relating to the System except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a Restaurant using the System.

5. Covenantor shall surrender any material relating to the System to the Franchisee or Franchisor, upon request, or upon termination of employment by or association with Franchisee, or upon conclusion of the use for which such information or material may have been furnished to

Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

7. All Manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and distinctive qualities, confidentiality and value of the System, and in consideration for being granted access to and use of the System, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Franchisee's Restaurant to any competitor.

b. Not to employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by Franchisor, or any of its affiliates, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person if permitted under the Franchise Agreement.

c. Except with respect to the Restaurant described in the Franchise Agreement and other Restaurant operated under valid franchise agreements between Franchisee and its affiliates and Franchisor or its affiliates, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership, limited liability company or corporation, without the prior written consent of Franchisor, have any interest as an owner, partner, director, officer, employee, manager, consultant, shareholder, representative, agent or otherwise in any business competitive with the services then offered by Franchisor or receive any financial benefit or other benefit from, or assist in any way, with any business that is in any way competitive with any of the services then offered by Franchisor.

2. In further consideration for being granted access to and use of the System, Covenantor agrees and covenants that for two years following the earlier of the expiration, non-renewal, termination or transfer of all of Franchisee's interest in the Franchise Agreement or the termination of his/her employment by or association with Franchisee, for whatever reason, Covenantor will not without the prior written consent of Franchisor:

a. Divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Restaurant to any competitor.

b. Employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by Franchisor, or any of its affiliates, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Starting on the effective date of the expiration, termination, non-renewal or transfer, Covenantor will not directly or indirectly have any interests for itself as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent, or through, on behalf of, or in conjunction with any person or legal entity or immediate family members (e.g., spouse or children), be in any business involved, in whole or in part, which is the same as, similar to or competitive with an Eggmania restaurant and which is, or is intended to be, located within a radius of 25 miles of Franchisee's Eggmania or its Approved Location or of the location of any other Eggmania restaurant. The above restrictions do not apply to: (a) owning or operating other Eggmania restaurants under franchise agreements with Franchisor or (b) owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities.

3. Neither you nor any Principal will at any time: (a) appropriate or use the trade secrets or any portion of the trade secrets incorporated within the System, in any business which is not within the System; (b) disclose or reveal any portion of the System to any person, other than to your Franchised Business's employees as part of their training; (c) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the franchised business or (d) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a business or system by utilizing the Eggmania System, communicated by us in connection with the Franchised Business.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE COURTS OF NEW JERSEY AND THE FEDERAL DISTRICT COURT THEREIN. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT

THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM OR HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE LAWS OF SAID STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE A COURT OF COMPETENT JURISDICTION IN NEW JERSEY; HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

VRAJ FRANCHISOR, LLC
14 Liberty Avenue
Jersey City, New Jersey 07306
Attention: Viral Patel

With copy to:

Kaufmann Gildin & Robbins LLP
767 Third Avenue, 30th Floor
New York, NY 10019
Attention: David J. Kaufmann, Esq.

If directed to Franchisee, the notice shall be addressed to:

Attention: _____

If directed to Covenantor, the notice shall be addressed to:

Attention: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by telex or facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given the earlier of actual receipt or three business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving 15 days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturdays Sundays and national holidays on which federally chartered banks are authorized to close.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

COVENANTOR:

By: _____

Name: _____

Title: _____

ACKNOWLEDGED:

FRANCHISOR:

VRAJ FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

[signature page – Non-Disclosure and Non-Compete Agreement]

EXHIBIT “5” TO THE RESTAURANT FRANCHISE AGREEMENT

GUARANTY

OWNERS' GUARANTY

This Owners' Guaranty (the "**Guaranty**") is given this _____ day of 20__, by the undersigned in connection with the Restaurant Franchise Agreement dated _____, 20__ between VRAJ FRANCHISOR, LLC ("**Franchisor**") and _____ ("**Franchisee**").

In consideration of, and as an inducement to, the execution of the Restaurant Franchise Agreement by Franchisor, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, a "**Guarantor**" and collectively, the "**Guarantors**") hereby personally and unconditionally guarantee to Franchisor and its successors and assigns, that Franchisee will punctually perform its obligations and pay all amounts due under the Restaurant Franchise Agreement, including (without limitation), amounts due for initial franchise fees, royalties, advertising fund contributions and purchases of equipment, materials, and supplies.

Each Guarantor has read the terms and conditions of the Restaurant Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of the owners in the Restaurant Franchise Agreement are in partial consideration for, and a condition to, the granting of a franchise in the Restaurant Franchise Agreement, and that Franchisor would not have granted such rights without the execution of this Guaranty and such undertakings by each Guarantor.

Each Guarantor waives:

- (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and
- (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and
- (vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

- (i) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and
- (ii) he or she will render any payment or performance required under the Restaurant Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; and

- (iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
- (iv) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Restaurant Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Restaurant Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Restaurant Franchise Agreement; and
- (v) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor individually, jointly and severally, also makes all of the covenants, representations, warranties and agreements of your owners set forth in the Restaurant Franchise Agreement and is obligated to perform thereunder, which include, among other things, the WAIVERS OF JURY TRIAL RIGHTS AND PUNITIVE DAMAGES.

Additionally, with respect to the individual designated as the Operating Principal, the Operating Principal acknowledges that the undertakings by Operating Principal under this Guaranty are made and given in partial consideration of, and as a condition to, Franchisor's grant of franchise rights as described herein; Operating Principal individually, jointly and severally, makes all of the covenants, representations and agreements of Franchisee and Operating Principal set forth in the Restaurant Franchise Agreement and is obligated to perform hereunder.

If Franchisor is required to enforce this Guaranty in an administrative, judicial or other proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or other proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by it.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Restaurant Franchise Agreement was executed.

GUARANTORS

Name*: _____
Date of signature: _____

Name*: _____
Date of signature: _____

Name*: _____
Date of signature: _____

* Denotes individual who is Franchisee's Operating Principal.

STATE OF _____)
_____) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____
_____ day of _____,
20____, by _____.

My Commission Expires: _____

Notary Public

**EXHIBIT “6” TO THE RESTAURANT FRANCHISE AGREEMENT
FRANCHISOR’S CURRENT FORM OF SOFTWARE LICENSE AGREEMENT**

SOFTWARE LICENSE AGREEMENT

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SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into effective as of the ____ day of _____, 20____, between VRAJ FRANCHISOR LLC a New Jersey corporation with its principal office at 14 Liberty Avenue, Liberty City, NJ 07306 ("Licensor") and _____, whose principal address is _____ ("Licensee").

1. GRANT OF LICENSE

1.01 Grant of License

Licensor grants to Licensee a nontransferable, nonexclusive single-site license for the use of those computer programs, system documentation manuals and other materials (hereinafter collectively referred to as "Eggmania Software" or the "Software") supplied by Licensor to Licensee during the term of this Agreement.

1.02 Revisions, Additions and Deletions

Licensor may, from time to time, revise the Eggmania Software or any part of the Software. In doing so, Licensor incurs no obligation to furnish these revisions to Licensee. Licensor reserves the right to add and/or delete, at its sole option, computer programs and/or features to the Eggmania Software. If Licensor furnishes Licensee with revisions or additions to the Eggmania Software, Licensor specifically reserves the right to charge Licensee for them at the prices and on the terms that Licensor determines at its sole option, including, without limitation, any costs associated with installation of computer hardware, equipment, connections, data systems, software, etc. Any updates, replacements, revisions, enhancements, additions or conversions to the Eggmania Software furnished by Licensor to Licensee will become part of the "Software" under this Agreement and subject to this Agreement.

1.03 Rights of Licensor

Licensee recognizes that Licensor is supplying the Eggmania Software and all additional materials and information, including but not limited to all processes, ideas, data and printed material, to Licensee subject to Licensor's proprietary rights. Licensee agrees with Licensor that the Eggmania Software and all information and/or data supplied by Licensor in any form, including but not limited to machine-readable and/or printed form, are trade secrets of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions, are protected by civil and criminal law, and by the law of copyright, are very valuable to Licensor, and that their use and disclosure must be carefully and continuously controlled. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software as confidential in accordance with the confidentiality requirements and conditions set forth in this Agreement. Licensor is not obligated to provide and Licensee acquires no right of any kind under this Agreement with respect to any source code for the Software.

1.04 Title

Licensor retains title to the Eggmania Software, the system documentation manuals, any additional materials and information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form). Licensee agrees to keep every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor. Any act of Licensee, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item will be void.

1.05 No Other Rights Granted

Apart from the license rights specifically enumerated in this Agreement, this Agreement does not include a grant to Licensee of any ownership right, title or interest, nor any security interest or other interest, in any Intellectual Property Rights (as defined in the following sentence) relating to the Software or any part of the Software. "Intellectual Property Rights" means any and all rights to exclude under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law or other similar rights.

2. TERM

2.01 Term

This License Agreement is effective from the date of execution by Licensor and will remain in full force so long as Licensee remains a Franchisee in good standing under to the Eggmania Franchise Agreement entered into between VRAJ FRANCHISOR LLC and Licensee, dated _____ (the "Franchise Agreement"). The Franchise Agreement is incorporated into this Agreement as though set forth in full.

3. RESTRICTIONS ON LICENSEE

3.01 Single-Site Use

The Eggmania Software and other materials provided under this Agreement may be used only on a single central processing unit (referred to as the "CPU") and its associated networked peripheral units at or with respect to the same site. "Use" of a program will consist either of copying any portion of the program from storage of units or media into the CPU, or the processing of data with the program, or both. Licensee agrees to keep all programs, documentation and materials in any form (including but not limited to object, machine-readable and/or printed form) supplied under this license in a secure place, under access and use restrictions satisfactory to Licensor, and not less strict than those applied to Licensee's most valuable and sensitive programs. In the event that the CPU becomes inoperable, Licensee shall have the right to temporarily move the Software to a back-up system at or with respect to the same site, for a reasonable period of time, while the CPU is inoperable. Licensee shall provide Licensor with written notice within five (5) days of any such movement.

Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software and the operating environment, including, but not limited to: (i) assuring proper audit controls and operating methods; (ii) establishing adequate back-up plans in the event of a Software or hardware malfunction, including restart and recovery procedures; (iii) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output; and (iv) maintaining the proper operating environment for the Software.

3.02 Copies

Licensee agrees that while this license is in effect, or while Licensee has custody or possession of any property of Licensor, and except as provided in the following paragraph, Licensee will not (a) copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the Eggmania Software or other information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form), or (b) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part of them from the object program or from any other information made available under this license or otherwise (whether oral, written, tangible or intangible).

Notwithstanding the foregoing, any Eggmania Software or additional material which is provided by Licensor in any form (including but not limited to object, machine-readable and/or printed form) may be copied, in whole or in part, solely for the use of Licensee at Licensee's address stated above, for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material, provided, however, that no more than three printed copies and three object or machine-readable copies will be in existence under this license at any one time without prior written consent from Licensor. The original, and any copies, in whole or in part, of Eggmania Software and/or additional materials supplied to Licensee by Licensor, which are made under this Agreement, will be the property of Licensor for all purposes.

Licensee agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon Licensor's request. Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software

Licensee agrees to keep any copies and the original at Licensee's address stated above, except that the Licensee may transport or transmit a copy or the original of any licensed program to another location for back-up

use when required by CPU malfunction, provided that, when the malfunction is corrected, the copy or the original is destroyed or returned to Licensee's above address.

Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

3.03 No Reverse Engineering or Modification

Licensee agrees that while this license is in effect, or while Licensor has custody or possession of any property of Licensor, Licensee will not modify, translate, enhance, merge, reverse engineer, reverse assemble, disassemble, or decompile the Software or any portion of the Software, derive the source code or the underlying ideas, algorithms, structure or organization form of the Software or any portion thereof or otherwise reduce the Software or any portion of the Software to human-readable form. Licensee may not, and may not attempt to, defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software including, without limitation, any such mechanism used to restrict or control the functionality of the Software.

3.04 Transfer of Software

If Licensee transfers possession of any copy, modification, translation or merged portion of the Eggmania Software to another party, the attempt at transfer is void and this license is automatically terminated.

4. PROTECTION AND SECURITY

4.01 Non-Disclosure

Licensee agrees not to disclose, publish, display, translate, release, transfer or otherwise make available the Eggmania Software, any part of the Software or any other materials furnished by Licensor in any form (or any copy of any of the foregoing) to any person, without the written consent of Licensor, which may be withheld with or without cause. Licensee agrees that it will take all necessary action including, but not necessarily limited to, instructing and entering into agreements with all of Licensee's employees, agents, representatives, affiliates, subsidiaries, and/or other third persons/entities associated with Licensee to protect the copyright and trade secrets of Licensor in and to those materials licensed under this Agreement and to assure Licensee's compliance with its obligations under this Agreement. Licensee shall use its best efforts to assist Licensor in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portions thereof. Without limitation of the foregoing, Licensee shall advise Licensor immediately in the event Licensee learns or has reason to believe that any person who Licensee has given access to the Software, or any portion thereof, has violated or intends to violate the terms of this Agreement. The provisions of this Section 4.01 will survive the termination of this Agreement. Licensee shall not rent, lease, loan, distribute, sell, sublicense or encumber the Software.

Licensee shall not create any derivative works from the Software. Licensee agrees that any derivative works created by Licensee from the Software, including, but not limited to, software or other electronic works, are considered derivative works under U.S. law and that use of the derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Licensor. Licensor will not be responsible for unauthorized, modified and/or regenerated software or derivative works.

Licensee understands and agrees that Licensor may from time to time adopt whatever mechanical or other electronic methods that Licensor deems necessary (in its sole and exclusive judgment) to prevent the unauthorized use and/or distribution of the Eggmania Software.

4.02 Off-Site Communications Lines

Licensee may not permit the computer programs licensed under this Agreement to be transmitted over any off-site communications lines for any purpose.

5. UNAUTHORIZED ACTS

5.01 Unauthorized Acts

Licensee agrees to notify Licensor immediately of the unauthorized possession, use or knowledge of any item supplied through this license and of other information made available, to Licensee under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Licensee agrees to promptly furnish full details of the possession, use or knowledge to Licensor, to assist in preventing the recurrence of the possession, use or knowledge, and to cooperate with Licensor in any litigation against third parties deemed necessary by Licensor to protect its proprietary rights. Licensee's compliance with this paragraph will not be construed in any way as a waiver of Licensor's rights to recover damages or obtain other relief against Licensee for its negligent or intentional harm to Licensor's proprietary rights, or for breach of Licensor's contractual rights.

5.02 Export Law Assurances.

Licensee may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or reexported: (i) into, or to a national or resident of, any U.S. embargoed country, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Table of Denial Orders or to whom export or reexport is prohibited by the United States Department of Treasury Office of Foreign Assets Control ("OFAC") or any other United States or foreign agency or authority. Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

6. INSPECTION

6.01 Inspection

To assist Licensor in the protection of its proprietary rights, Licensee agrees to permit representatives of Licensor to inspect, at all reasonable times, any location at which items supplied under this Agreement are being used or kept.

7. ASSIGNMENT OF LICENSE RIGHTS

7.01 Assignment by Licensor

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

7.02 Assignment by Licensee

With respect to Licensee's obligations under this Agreement, this License Agreement is personal, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of Licensee, and the trust and confidentiality reposed in Licensee by Licensor. Therefore, neither Licensee's interest in this Agreement nor any of Licensee's rights or privileges under this Agreement, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of Licensor. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the franchised business, made or accomplished in violation of the terms of this Article will be null and void and will constitute an incurable breach of this Agreement by Licensee, and, if this occurs, this Agreement will automatically terminate without further notice.

8. INJUNCTION

8.01 Injunction

Licensee acknowledges that the unauthorized use, modification, transfer or disclosure of the Software or copies thereof will (i) substantially diminish the value to Licensor of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Licensor's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or if Licensee attempts to use, copy, modify, license, or convey the items supplied by Licensor under this Agreement, in a manner contrary to the terms of this Agreement, in competition with Licensor or in derogation of Licensor's proprietary rights (whether these rights are explicitly stated in this Agreement, determined by law or otherwise), then Licensor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without having to post bond or other security.

9. DEFAULT AND TERMINATION

9.01 Termination

If the Franchise Agreement is terminated by either party for any reason or expires, then upon the effective date of the termination or expiration of the Franchise Agreement, this Agreement will automatically terminate without notice to Licensee.

Licensor reserves the right to immediately terminate this License Agreement, at Licensor's sole and exclusive option, if Licensee breached any term of this Agreement or of the Franchise Agreement. This termination will be without prejudice to any right or claims Licensor may have and all rights granted under this Agreement will immediately revert to Licensor. If Licensor terminates this Agreement, Licensee agrees to return to Licensor all property of and/or materials supplied by Licensor immediately after the termination.

The termination or expiration of this Agreement or of the Franchise Agreement for any reason whatsoever will not relieve Licensee of its obligations of confidentiality, protection and security under this Agreement, or of the restriction on copying and use as provided in this Agreement, with respect to the Eggmania Software.

Upon termination or expiration of this Agreement or of the Franchise Agreement for any reason, Licensee agrees to immediately return to Licensor the Eggmania Software, including, without limitation, all computer software, disks, tapes and other magnetic storage media (and any future technological substitutions for any of them) in good condition, allowing for normal wear and tear.

9.02 Cross-Default

Any default or breach by Licensee (or any of its affiliates) of any other agreement between Licensor, or its parent or the subsidiary, affiliate or designee of either entity (collectively, Licensor's "Affiliates") and Licensee (or any of its affiliates) will be deemed a default under this Agreement, and any default or breach of this Agreement by Licensee (or any of its affiliates) will be deemed a default or breach under any and all other agreements between Licensor (or any of its Affiliates) and Licensee (or any of its affiliates). If the nature of such default under any other agreement would have permitted Licensor to terminate this Agreement if default had occurred under this Agreement, then Licensor (or its Affiliates) will have the right to terminate all the other agreements between Licensor (or its Affiliates) and Licensee (or any of its affiliates) in the same manner provided for in this Agreement for termination of this Agreement.

10. BINDING EFFECT

10.01 Binding Effect

Licensee agrees that this Agreement binds the named Licensee and each of its employees, agents, representatives and persons associated with it. This Agreement further binds each affiliated and subsidiary firm, corporation, or other organization and any person, firm, corporation or other organization with which the Licensee may enter a joint venture or other cooperative enterprise.

11. SECURITY INTEREST

11.01 Security Interest

Licensee hereby gives to Licensor a security interest in and to the Eggmania Software and other materials furnished under this Agreement as security for Licensee's performance of all its obligations under this Agreement, together with the right, without liability, to repossess the Eggmania Software and other materials licensed under this Agreement, with or without notice, in the event of default in any of Licensee's obligations under this Agreement.

12. WAIVER OR DELAY; INTEGRATION; AMENDMENT

12.01 Waiver or Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver by such party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Licensee under this Agreement shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

12.02 Integration

This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that, and that this Agreement is not to limit any rights that Licensor may have under trade secret, copyright, patent, or other laws that may be available to it. Licensee acknowledges that that the Agreement does not include any other prior or contemporaneous promises, representations, or descriptions regarding the Software, or that if any such promises, representations, or descriptions were made, Licensee is not relying on them. Notwithstanding the foregoing however, nothing in this Section is intended to disclaim the representations Licensor made in the Franchise Disclosure Document that it provided to Licensee.

12.03 Amendment

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties hereto.

13. DISCLAIMER

13.01 DISCLAIMER

LICENSOR WARRANTS AND REPRESENTS THAT IT HAS THE AUTHORITY TO EXTEND THE RIGHTS GRANTED TO LICENSEE IN THIS AGREEMENT. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND LICENSOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE (WHETHER OR NOT LICENSOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE); WARRANTIES OF QUALITY OR PRODUCTIVENESS, CAPACITY, ACCURACY OR SYSTEM INTEGRATION; IMPLIED WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND, WARRANTIES AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE LICENSED INFORMATION OR LICENSED INFORMATIONAL RIGHTS. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE LICENSED SOFTWARE AND OTHER INFORMATION MADE AVAILABLE HEREUNDER BY LICENSOR ARE MADE AVAILABLE ON AN "AS-IS" BASIS AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. LICENSOR WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE) TO LICENSEE, THIRD PARTIES, OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER LICENSEE, FOR ANY DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE

DAMAGES, LOST DATA, DOWNTIME COSTS, LOST PROFITS AND/OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH ANY USE, OR INABILITY TO USE, ANY OF THE LICENSED SOFTWARE, MATERIALS OR INFORMATION FURNISHED, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER CAUSED BY DEFECT, NEGLIGENCE, BREACH OF WARRANTY, DELAY IN DELIVERY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EXPENSES. FURTHER, NO OBLIGATION OR LIABILITY WILL ARISE OR FLOW OUT OF LICENSOR'S RENDERING OF TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE SOFTWARE OR ANY EQUIPMENT USED WITH THE SOFTWARE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET ANY SPECIFIC REQUIREMENTS, THAT THE SOFTWARE WILL BE FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER; PROVIDED, HOWEVER, THAT SOME STATES OR JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY AND SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT THIS DISCLAIMER MAY NOT APPLY TO LICENSEE. TO THE EXTENT THAT LICENSOR MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

14. LIMITATION OF LIABILITY

14.01 LIMITATION OF LIABILITY

LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE COST OF REPLACEMENT OF THE SOFTWARE LICENSED UNDER THIS AGREEMENT. THIS WILL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY PARTY'S OBLIGATIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT MAY BE BROUGHT WITHIN ONE YEAR OF THE DATE OF LAST PAYMENT.

15. SEVERABILITY

15.01 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

16. GOVERNING LAW; VENUE

16.01 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, unfair or deceptive trade practice, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

16.02 Venue

Any litigation arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New Jersey. Licensee agrees that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New Jersey. Licensee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*).

17. COSTS OF ENFORCEMENT; ATTORNEYS' FEES

17.01 Costs of Enforcement

Licensor will be entitled to recover from Licensee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if Licensor prevails in any action instituted against Licensee in order to secure or protect those rights inuring to Licensor under this Agreement, or to enforce the terms of this Agreement.

17.02 Attorneys' Fees

If Licensor becomes a party to any litigation or other proceeding concerning this Agreement by reason of any act or omission of Licensee or Licensee's authorized representatives and not by any act or omission of Licensor or any act or omission of Licensor's authorized representatives, or if Licensor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding, Licensee will be liable to Licensor for reasonable attorneys' fees, experts' fees and court costs incurred by Licensor in the litigation or other proceeding regardless of whether the litigation or other proceeding or action proceeds to judgment. In addition, Licensor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Licensee.

18. SUBMISSION OF AGREEMENT

18.01 Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement will become effective only upon execution of this Agreement by both Licensor and Licensee. Licensor's date of execution will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON LICENSOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF LICENSOR. LICENSEE HAS READ ALL OF THE FOREGOING AGREEMENT AND HEREBY ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF.

Dated: _____

LICENSEE:

Attest:

Witness/Date

If a corporation or other entity:

(Name of Corporation or Other Entity)

By: _____

Its _____
(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Attest:

Witness/Date

LICENSOR:

VRAJ FRANCHISOR LLC

By: _____

Exhibit A-2

FORM OF FOOD TRUCK FRANCHISE AGREEMENT

VRAJ FRANCHISOR, LLC

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State Addenda, Schedules and Exhibits:

State Addenda to Franchise Agreement
 Schedule A: Area of Operation; Protected Territory
 Schedule B: Franchisee Identification and Ownership
 Exhibit 1: Authorization Agreement
 Exhibit 2: Option to Assume Lease
 Exhibit 3: [Reserved]
 Exhibit 4: Non-Disclosure and Non-Compete Agreement

Exhibit 5: Guaranty

Exhibit 6: Franchisor's Current Form of Software License Agreement

EGGMANIA
FOOD TRUCK FRANCHISE AGREEMENT

This Food Truck Franchise Agreement (the "**Agreement**" or "**Franchise Agreement**") is made and entered as of _____ (the "**Effective Date**"), by and between VRAJ FRANCHISOR, LLC, a New Jersey limited liability company, with the principal business address of 14 Liberty Avenue, Jersey City, New Jersey 07306 (the "**FRANCHISOR**", "**we**", "**us**" or "**our**") and _____, with the current address of _____ (the "**FRANCHISEE**", "**you**" or "**your**").

W I T N E S S E T H:

WHEREAS, we and/or our affiliates, over a consolidated time period and with considerable effort, have developed a distinctive business system, which we may improve, further develop, or otherwise modify from time to time, for opening and operating businesses that operate restaurants and/or food trucks which offer quality food with a focus on high-level Indian cuisine, that is prepared fresh and cooked to order, in addition to non-alcoholic beverages, under the name "Eggmania" (the "**System**"), and related products and services;

WHEREAS, we have the right and authority to license the use of the name Eggmania and other trademarks, trade names, service marks, logos, commercial symbols, phrases, slogans and tag lines designated by us in writing now owned, licensed or developed by us (the "**Marks**" or the "**Proprietary Marks**") for use in connection with the Eggmania System to selected persons, businesses, or entities that will comply with our uniformity requirements and quality standards;

WHEREAS, we will continue to develop, use and control the use of the Marks in order to identify for the public the source of the products and services marketed under the Eggmania System, and to represent to the public our System's uniformity requirements and quality standards as established and promulgated from time to time by us;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive decor, color scheme, and furnishings; uniform standards, specifications, and procedures for operations; consistency and uniformity of products and services offered; procedures for quality control; training and assistance; and advertising and promotional programs, all of which we may be change, improve, and further develop by from time to time;

WHEREAS, you understand and acknowledge the importance of the high standards of quality, appearance, procedures, controls, cleanliness, and service established by us, and the necessity of operating your Eggmania Food Truck in strict conformity with the standards and specifications established by us;

WHEREAS, you acknowledge that you have read this Agreement and our Franchise Disclosure Document, and that you have no knowledge of any representations about the Franchised Business or about us or our franchising program or policies made by us or our officers, directors, shareholders, employees or agents which are contrary to the statements in our Franchise Disclosure Document or to the terms of this Agreement, and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to

maintain our high standards of quality and service and the uniformity of those standards at all facilities and outlets which operate pursuant to the System and thereby to protect and preserve the goodwill of the Proprietary Marks; and

WHEREAS, you acknowledge that any assistance, approval or advice given by us under or in connection with this Agreement shall not constitute a warranty or guaranty of the financial success of your Eggmania Food Truck. You further acknowledge that we have advised you that prior business management experience is critical for your success, and prior business ownership experience is highly desirable. We grant Eggmania franchises to qualified candidates for the right to develop and operate an Eggmania food truck (each an "**Eggmania food truck**", the "**Franchised Business**" or the "**Food Truck**").

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth in this Agreement, mutually agree as follows:

1. GRANT.

1.1 Grant. You have applied for an Eggmania franchise to operate an Eggmania Food Truck within an approved Area of Operation, inside the Protected Territory (as defined below) that is approved by us, and we have approved such application in reliance upon all of the representations made in your application, which you hereby verify to be accurate and complete. We therefore grant to you, upon the terms and conditions contained in this Agreement, the right and license to: (a) independently manage and operate one Eggmania Food Truck in strict conformity with our standards and specifications, as they may be changed, improved and further developed from time to time (including, currently, an axle distance of 16 to 24 feet); (b) use the Marks and the System, but only in connection with the Franchised Business (recognizing that we may periodically change or improve the Marks and the System), and in accordance with the marketing strategies that we establish for the System; and (c) to do all of the things described in (a) and (b) above only within the Protected Territory agreed to by us and, within that Protected Territory, in the Area of Operation specified herein. You accept this license and agree to perform all of your obligations in connection therewith as set forth in this Agreement.

You do not have the right to franchise, sub-franchise, license or sublicense your rights under this Agreement. You do not have the right to assign this Agreement or your rights under this Agreement, except as specifically provided for herein.

1.2 Area of Operation. We grant you the right to operate one Eggmania Food Truck in conformity with our System using the name "Eggmania Xpress" or "Eggmania" (as we specify from time to time) and other specified Marks only in the Area of Operation described in Schedule "A" to this Agreement, which shall be within your Protected Territory. The term "**Area of Operation**" means the geographic area (such as a set of neighborhoods or intersections delineated by certain streets) for the Food Truck to sell to the public that you propose, after you confirm compliance with local laws, rules and regulations, and that we approve under the terms of this Agreement. If the Area of Operation of the Food Truck has not been determined as of the Effective Date of this Agreement, then we will designate the geographical area in which the Franchised Business is to be located. Upon our approval, we will insert into Schedule "A" what will be the agreed Area of Operation.

The establishment by you of additional Food Trucks requires additional franchises from us

and the payment to us of additional franchise fees. You will not relocate the Area of Operation of your Food Truck without our express prior written consent.

1.3 Protected Territory and Exclusions. You will receive a protected territory, but you will not be granted an exclusive territory. During the term of this Agreement, and except as otherwise provided in this Agreement, we agree not to establish, nor license any other person to establish, another Eggmania Food Truck, nor an Eggmania restaurant, at locations within the “Protected Territory” specified in Schedule “A” to this Agreement. These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason. If your Protected Territory overlaps with a protected territory with another existing franchisee, the overlapping area will be excluded from your Protected Territory. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Eggmania Food Trucks.

1.4 Reservation of Certain Rights. We reserve all rights that we have not expressly granted to you, including the right to establish other Eggmania Food Trucks, restaurants or other businesses, whether franchised or company-owned or affiliate-owned, at any site we deem appropriate outside the Protected Territory, regardless of proximity to your location, on such terms and conditions as we deem appropriate. We also retain the right to establish company-owned or affiliate-owned or franchisee operated businesses that sell similar products and/or services under different trade names or trademarks other than the Proprietary Marks. We may also sell services or products under the Proprietary Marks, or any other marks through any other retail outlets, and we may establish other channels of distribution providing the same or similar services under the same or a different trade name or trademark. We also reserve the right to sell menu items and related food products in other channels of distribution (like grocery stores, kiosks, Internet or other forms of e-commerce). We reserve the right to offer, grant and support franchises in other lines of business whether within or outside the Protected Territory (but not under the name “Eggmania”), and we make no representation or warranty you will have any right to participate in such franchises. We also reserve the right to operate an Eggmania Food Truck and/or offer its products at certain non-traditional locations, some of which may be in your Protected Territory. Eggmania Food Trucks that are located in non-traditional locations may be granted a Protected Territory, depending on the size of such non-traditional location, in which case we will not operate or license a third party to operate an Eggmania Food Truck within such facility. As used herein, “non-traditional locations” means locations or venues at which access to the general public is restricted and include sports arenas and venues; theatres; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospitals and healthcare facilities; airports; guest lodging facilities; day care facilities of any type; government facilities; condominium and cooperative complexes; the premises of any third party retailer which is not a food truck (including shops, stores and department stores); military bases and installations; airlines, railroads and other modes of mass transportation. We and/or our affiliates can acquire, be acquired by, merge, affiliate or dual brand with, or engage in any transaction with other businesses (whether competitive or not), with franchises or outlets located anywhere, without any liability to you. We may engage in any activity, action or undertaking that we are not expressly prohibited from taking under this Agreement. You have no right of first refusal or similar rights to acquire additional franchises or establish additional Eggmania Food Trucks. If we grant you an additional franchise, you must enter into a separate Franchise Agreement with us.

You further agree that, both within and outside the Territory, we and/or our affiliates alone have

the right to sell System programs, products and services to National, Regional and Institutional Accounts. "National, Regional and Institutional Accounts" are organizational or institutional customers whose presence is not confined to your Protected Territory, including (by way of example only): business entities with offices or branches situated both inside and outside of your Protected Territory; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Protected Territory. Only we will have the right to enter into contracts with National, Regional and/or Institutional Accounts (which may include facilities within your Protected Territory). If we receive orders for any Eggmania products or services calling for delivery or performance in your Protected Territory as a result of our engaging in commerce with National, Regional and Institutional Accounts, then we will have the right, but not the obligation, either to require you to fulfill such orders at the price we agree on with the customer or to give you the opportunity to fulfill such orders at the price we agree on with the customer. If we give you the opportunity to fulfill such orders and if, for any reason, you do not desire to or cannot serve the customer, or if the customer desires for any or no reason to deal exclusively with us, our affiliate or another franchisee and not with you, then we, our affiliate or any other Eggmania franchisee may serve the customer within your Protected Territory, and you will not be entitled to any compensation. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Manual which we will lend to you during the term of this Agreement.

We do not have to pay you if we exercise any of the rights specified above in your Protected Territory. The designation of your Area of Operation and Protected Territory herein does not grant exclusivity of marketing territory or customers. All Eggmania Food Trucks, restaurants or other businesses may sell their products and services to any customer. We retain the right to sell any product under our Marks or any other name or mark to any customer within the foregoing territory, including the exclusive right to all wholesale sales. We may also establish policies regarding your off-site marketing and promotion, which will be set forth in the Operations Manual or otherwise in writing.

1.5 Relocation. You cannot relocate the agreed Area of Operation of your Food Truck without our express prior written consent, and you must satisfy the following conditions:

1.5.1 You are in good standing under the Agreement and current in your financial obligations to us and our affiliates;

1.5.2 You must deliver to us a current financial statement, including a profit and loss statement for the Franchised Business during the last 12 months of operation at the former Area of Operation and a copy of the proposed plan, timeline and steps to obtain any permit(s) (if any) needed to operate at the proposed for new Area of Operation;

1.5.3 You must comply with such reasonable Area of Operation selection procedures as we may require;

1.5.4 The new Area of Operation must be suitable for an Eggmania Food Truck;

1.5.5 You must be current on all of your financial obligations to us and

our affiliates;

1.5.6 You must give us written notice of the proposed relocation at least twenty-one (21) days before the relocation date;

1.5.7 You must reimburse us for any reasonable costs we incur in considering your relocation request; and

1.5.8 At our option, you enter our then-current form of franchise agreement, including our then-current royalty fee, except that the term of the new franchise agreement will expire on the date of the prior Franchise Agreement, to conform it to our then-current form of Franchise Agreement, and there will be no requirement for a new initial franchise fee.

The Food Truck must be open for business in the new Area of Operation within 30 days, unless we consent, in our sole discretion, to a 30-day extension. Any failure to provide us with 90 days' advance written notice of the proposed relocation, or to relocate the Franchised Business within the required time period, will be a material default under this Agreement, and we will have the right to terminate this Agreement.

1.6 Modifications to the System. You understand and agree that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, population, consumer trends, social trends and other market place variables, and if it is to best serve the interests of us, you and all other Eggmania franchisees. Accordingly, you expressly understand and agree that we may from time to time change the components of the System, including, without limitation, altering the products, programs, services, methods, standards, forms, policies and procedures of the System; abandoning the System altogether in favor of another system in connection with a merger, acquisition or other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the vehicle, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder; and, changing, improving, modifying or substituting the Marks. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations. You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed. Except as provided herein, we shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby.

2. TERM AND RENEWAL.

2.1 Initial Term. Except as otherwise provided herein, the term of this Agreement will be for ten years commencing on the Effective Date of this Agreement; provided however, that if you need a permit under local laws, rules or regulations to operate the Food Truck, and the permit for your Food Truck expires or is terminated prior to the expiration of the term of this Agreement, we may, at our option, terminate this Agreement.

2.2 Renewal Term. You may, subject to our approval in our sole discretion, continue the operation of the Food Truck for one additional ten (10) year term, or such period as remains on the permit (if applicable) underlying the initial term of this Agreement, if such period is shorter than ten years, subject to the following conditions which must be met prior to the renewal period, unless and to the extent expressly waived in writing by us:

2.2.1 You must give us written notice of your election to renew this Agreement not less than six months nor more than twelve (12) months prior to the end of the current term of this Agreement;

2.2.2 At least four months prior to the expiration of the current term of this Agreement, we will have the right to inspect the Franchised Business and give notice of all required modifications to the nature and quality of the services and products offered at the Franchised Business, your advertising, marketing and promotional programs, your financial and inventory control systems, and the maintenance, refurbishing, equipment upgrade and replacement, renovating and remodeling necessary to comply with our then current standards and specifications and with the requirements of any required permits under local laws, rules and regulations, for the Food Truck. If you elect to renew this Agreement, then you shall complete, to our satisfaction, all such required modifications, as well as adopt and implement any new methods, programs, modifications, techniques or operational systems required by our notice no later than one month prior to expiration of the current term of this Agreement;

2.2.3 You must not be in default of any provision of this Agreement, any amendment of or successor to this Agreement, or any other agreement between you and us or our subsidiaries, affiliates and suppliers. You must have substantially complied with all of the terms and conditions of such agreements during the terms thereof;

2.2.4 You must have satisfied all monetary obligations owed to us and suppliers and shall have timely met those obligations throughout the term of this Agreement;

2.2.5 You must execute upon renewal our then-current form of Food Truck Franchise Agreement. The new Food Truck Franchise Agreement shall supersede in all respects this Agreement, and may differ from the terms of this Agreement, including, without limitation, the requirement of a higher percentage royalty fee and/or advertising contributions, and the term will expire in accordance with the renewal term as outlined above;

2.2.6 You must pay us a renewal fee equal to 20% of the then-current initial franchise fee, subject to a minimum payment of \$10,000, payable by new Eggmania Food Truck franchisees;

2.2.7 You (or your operating principal) and your approved manager must attend and successfully complete, to our satisfaction, our then-current qualification and training program(s), at your expense;

2.2.8 You, your owners, directors and officers must execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our respective officers, directors, agents and employees; however, such release will not be inconsistent with any applicable state law regulating franchising;

2.2.9 You must present evidence satisfactory to us that you have the right to remain in possession of the Food Truck, and to operate it in the contemplated Area of Operation where the Franchised Business is located, for the duration of the renewal term (or receive approval from us for a new Area of Operation);

2.2.10 You must refurbish the Food Truck (to the extent we deem necessary) to conform to the then-current Eggmania design and decor, trade dress, color scheme and presentation of trademarks and service marks consistent with the design concepts then in effect for new Eggmania Food Trucks licensed to operate under the System;

2.2.11 Your operation and management of your Food Truck shall be in full compliance with the System; and

2.2.12 You must maintain and be in good standing with all necessary and applicable licenses and permits.

In the event that any of the foregoing conditions to renewal have not been met at least one month prior to the expiration of the current term of this Agreement, then we will have no obligation to renew this Agreement and will give you at least 30 days prior written notice of our intent not to renew this Agreement, which notice shall set forth the reasons for such refusal to renew. Your right to renew this Agreement is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of expiration, in addition to your compliance with the obligations described above. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate or not renew this Agreement or requires longer notice or cure periods than those set forth in this Agreement, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination or non-renewal required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination or non-renewal of this Agreement.

3. DUTIES OF FRANCHISOR.

Before you open your Eggmania Food Truck:

3.1 If the Area of Operation for your Food Truck has not been approved at the time you sign the Franchise Agreement, we will designate in writing to you a geographic area (the “**Designated Area**”) within which the Food Truck is to be located when open for business.

3.2 We will provide you our criteria for Food Truck areas of operation and will review the potential locations that you submit to us. Generally, we do not own the premises and do not lease it to you. You will be responsible for selecting and securing the right to operate in the Area of Operation for your Food Truck.

The Food Truck must be operated from a public and/or commercial location. You must submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for the Area of Operation in which

you propose to establish and operate your Food Truck. In approving or disapproving any proposed site, we will consider the demographics of the market area, traffic patterns, a description of the character of the neighborhood, the competition in the area of the proposed site, the size, appearance and other characteristics of the premises of the proposed Area of Operation of your Food Truck and other information we may request from you.

We will approve or disapprove the proposed Area of Operation for your Food Truck and will make reasonable efforts to approve or disapprove your proposed Area of Operation within 30 days after we receive notice of the proposed Area of Operation from you. If you have not heard from us, the proposed Area of Operation is deemed disapproved.

If you propose an Area of Operation that is on private property requiring a lease for you to operate the Food Truck on such property, we will review the proposed lease for such Area of Operation you select for your Food Truck. This review will be to determine whether the lease complies with the terms of the Franchise Agreement, and not to provide any business, economic, legal or real estate advice. You must obtain our approval of the lease or sublease (or any modification or amendment) for such Area of Operation before you sign it or any renewal of it. A condition to our approval of the lease (or sublease) is the execution by you, the landlord and us of the Option to Assume Lease Agreement (a copy of which is attached as **Exhibit "2"** to the Franchise Agreement.

3.3 We will furnish you with mandatory and suggested specifications for the layout of an Eggmania Food Truck, including requirements for dimensions, design, color scheme, image, interior layout, decor, fixtures, and equipment, utensils, and packaging. We will approve your plans and specifications if they meet our requirements. You are solely responsible for developing and constructing the site for your Food Truck, for all expenses associated with it, and for compliance with the requirements of any applicable federal, state or local law.

3.4 We will provide you with a written schedule of all foods, food items, beverages, fixtures, supplies and equipment required for your Eggmania Food Truck.

3.5 We will provide a list of the designated and approved suppliers for the products and services required by us for use or sale in your Eggmania Food Truck.

3.6 We will loan you, for your sole use, one copy of the Operations Manual. The Operations Manual is confidential and remains our property during and after the term of the Franchise Agreement.

3.7 We will provide you with our Initial Training program, which is described below. You must staff and operate the Food Truck with properly trained personnel. Prior to the opening of your Food Truck, we will conduct an initial training program in the operation of an Eggmania Food Truck ("**Initial Training**"). All franchise owners must attend and successfully complete Initial Training, which will be held at one of our Affiliate-Owned Eggmania restaurant locations in the northern New Jersey region and which consists of approximately four (4) weeks, comprised of eight to ten hours of training per day, five days per week, and where you will cover at least one opening and one closing shift.

We will train up to two individuals, including you, at no additional cost. The fee to train additional persons, if trained at the same time or in connection with an already scheduled training

session and with our prior consent, is \$500 for each person per week. In all cases, you are responsible for the travel and living expenses of any persons who attend Initial Training or any other training. You are also responsible for all expenses we incur in traveling to your location to provide any training or assistance. Should you or your staff fail to satisfactorily complete any portion of the Initial Training program, we may, in our sole discretion, allow you to repeat training at our then-current fee of \$500 per person per week.

As an additional part of the Initial Training, we will also provide one week of hands-on training and support at your Food Truck prior to the opening of your Food Truck. Such support will include an assessment of the kitchen layout, equipment, production, daily operations, customer service, and a Grand Opening plan. All attendees must come prepared with knowledge of our menus, ingredients, and have a grasp of kitchen operations as per our Operations Manual. Further, all trainees must provide us with a copy of their current ServSafe® certificate and/or the local equivalent required by the jurisdiction of your Food Truck location. Such pre-opening training also includes a "Soft Opening" training, which will cover breakfast, lunch and/or dinner service for a limited number of invitation only customers.

We will not permit you to commence operations of your Food Truck until all aspects of training have been successfully completed to our satisfaction. If additional training is required, you will be advised of the adjustments needed in order to successfully complete the Initial Training program and be approved for Grand Opening.

We will lend you one copy of our confidential operating manuals (the "Manual"). The Manual may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins; notices; videos; CD-ROMS; computer software; other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. The Manual will, among other things, set forth our operating systems, procedures, policies, methods, standards, specifications and requirements for operating your Franchised Business. You agree to operate your Franchised Business in strict compliance with the Manual. We have the right to prescribe additions to, deletions from or revisions of the Manual (the "Supplements to the Manual"), all of which will be considered a part of the Manual. All references to the Manual in this Agreement will include the Supplements to the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon being delivered to you. You acknowledge that we are the owner of all proprietary rights in the Manual and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Manual other than a license to use it and comply with it during the term of this Agreement.

After the Opening of Your Eggmania Food Truck:

3.8 We will provide the general assistance and field support deemed by us, in our discretion, to be helpful to you in the ongoing operation, advertising and promotion of your Food Truck.

3.9 We will continue our efforts to establish and maintain high standards of quality, customer satisfaction and service.

3.10 We will periodically visit and review your Food Truck and provide written

reports to you if we deem appropriate.

3.11 We will furnish guidance to you with respect to: (a) specifications, standards and operating procedures, including providing suggested retail prices; (b) purchasing approved equipment, fixtures, signs, inventory, and operating materials and supplies; and (c) development and implementation of local advertising and promotional programs. Such guidance will, in our discretion, be furnished in the form of the Operations Manual, bulletins, written reports and recommendations, other written materials, refresher training programs and/or telephonic consultations or consultations at our offices.

3.12 At your request, or if we in our sole discretion deem it necessary, we may periodically furnish you the services of a representative, whether in person or telephonically or via consultations held at our office, to provide additional operating assistance.

3.13 We will provide you with updates, revisions and amendments to the Manual as we deem necessary. We may periodically modify the Manual but these modifications will not alter your fundamental status and rights under the Franchise Agreement.

3.14 We will provide additional training if, during the term of the Franchise Agreement, you hire a new member of your management staff who has not attended and successfully completed the training program or we determine that additional training is necessary. You are required to pay any costs we incur in connection with providing such training, and we also reserve the right to charge you our then-current Additional Training Fee. We may, in our discretion, require you or any of your employees to participate in, at your expense (meaning you pay for your staff's own travel, lodging, meals and wages), refresher training programs at a location we designate. In addition, we may from time to time conduct an annual conference, convention or training session. We will determine the duration, curriculum and location of these. We reserve the right to require you (if an individual) and your General Manager to attend each annual conference, convention or training session at your sole expense (including travel, lodging, food and other living expenses).

3.15 If we reasonably deem appropriate, we will provide you with pre-opening support, wherein our corporate representative will be on-site at your Food Truck to provide on-site support, provided that you reimburse us for the associated travel, lodging, meals and wages of our representatives.

3.16 After you have opened your Eggmania Food Truck, we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also at any time communicate with our headquarters for consultation and guidance with respect to the operation and management of your Franchised Business. The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

4. FEES.

4.1 Initial Franchise Fee. The initial franchise fee for one Food Truck is \$35,000 (the "**Initial Franchise Fee**"), to be paid when you execute this Agreement. In all cases, the Initial Franchise Fee will be deemed fully earned and non-refundable upon execution of this Agreement.

The Initial Franchise Fee is solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

4.2 Royalty Fee. During the Term, you shall pay to us, without offset, credit or deduction of any nature, a continuing, non-refundable weekly royalty fee equal to 6.5% of the Gross Revenues (as defined herein) of your Franchised Business (the “**Royalty Fee**”) in the First Year, and 7.0% of the Gross Revenues of your Franchised Business after the First Year. As used herein, “**First Year**” means the first 365-day period from the date you open the franchised Food Truck to the public. The Royalty Fee shall be due and payable in accordance with the terms set forth herein. The Royalty Fee is solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

4.3 Brand Fund Contribution. As of the date of this Disclosure Document, each week, you are required to contribute to the Brand Development Fund an amount equal to 2% (two percent) of your weekly Gross Revenues (“**Brand Fund Contributions**”) during the First Year, and 1% (one percent) of your weekly Gross Revenues after the First Year.

4.4 Technology Fee. As of the date of this Disclosure Document, you are required to pay us a Technology Fee equal to \$150 each month, payable with your first Royalty Fee payment of each month. The Technology Fee covers website development and maintenance, as well as support of our e-mail and social media systems, creating and improving productivity tools used in your Franchised Business, new payment systems; implementation of blockchain and/or cryptocurrency tools to facilitate business; payments to vendors for providing services related to technology maintenance, upgrading and system changes; data analytics; technology pilot programs; data security devices, practices, procedures, designs and consultations regarding same; data storage, backup and support; research and focus groups pertaining to relevant technology; applications for intellectual property registration and/or protection of technology that is or becomes part of the Eggmania Manual; any technological innovations, tools, consulting and processes to help facilitate, make more attractive and/or promote the business of Eggmania Food Trucks. We reserve the right to increase the Technology Fee upon 30 days’ written notice to you to the extent that associated supplier pricing increases or broader technological changes in the industry require it, in our business judgment.

4.5 Grand Opening Program. You must spend a minimum of \$6,000 on a grand opening advertising and promotional program for your Eggmania Food Truck during the period encompassing 60 days before and 90 days after its opening (the “**Grand Opening Program**”). The Grand Opening Program will use the marketing, advertising and public relations program, media and materials we have developed or approved and is separate from your other marketing requirements. At our request, you must submit appropriate documentation to verify compliance with this obligation. We may require you to report to us the details of how many coupons or discount codes were used, in order to track the efficiency of your marketing if it is done through any media platform or mail services. We may also require you to collect and report to us details on how your customers heard about Eggmania Food Trucks when they visit for the first time.

4.6 [Reserved]

4.7 Management Fee. In the event we choose to operate your Food Truck, at our option, in order to avoid interruption of business operations, due to your death, mental incapacity

or other disability, or we elect to purchase the business assets upon expiration or termination of the Franchise Agreement, or you operate the Franchised Business in a manner that presents a danger to the health or safety of any person, or for any other reason, you will be required to pay us a Management Fee in the amount of 20% of your monthly Gross Revenue, in addition to any expenses we incur. The Management Fee will be payable to us in addition to any other Royalty Fee or Brand Fund Contribution, or any other funds to which we are entitled. We will not be obligated to operate your Franchised Business. If we do so (or appoint a third party to do so, which we reserve the right to do in this circumstance), neither we nor the third party will be responsible for any operational losses of the Franchised Business, nor will we or the third party be obligated to continue operating the Franchised Business. We (or such a third party) shall have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your franchised Eggmania Food Truck incurs, or to any of your creditors for any products, other assets, or services the Food Truck purchases, while we (or a third party) manage it.

4.8 Frequency and Manner of Payment. The continuing weekly payments required by Sections 4.2 and 4.3 will be collected by us via ACH every Tuesday, for the sales week ending the immediately preceding Sunday. The continuing monthly payments required by Section 4.4 will be collected by us via ACH on the day of your first Royalty Fee payment each month. Such payments shall be made in accordance with a direct debit program with your bank for the electronic payment of continuing franchise and advertising or sales promotion fees. You must provide us with all consents, authorizations and bank account data necessary to effect such electronic payment. Our EFT authorization form is attached hereto as **Exhibit "1"** to this Agreement. Notwithstanding the above, we reserve the right to change the time when the payments required by this Section 4 must be paid. We reserve the right to require that payments be made by telegraphic transfer to a bank account designated by us, by auto-draft arrangement, or by such other means as we may specify from time-to-time. Any payment or report not actually received by us on or before the due date will be deemed overdue.

4.9 Late Payments and Insufficient Funds Fee. For any payment that is overdue by at least five days or more, you will pay interest on such amount from the date it was due until paid at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, calculated on a daily basis. Entitlement to such interest and late charge will be in addition to any other remedies we may have. You will owe us an Insufficient Funds Fee of \$50 for any payment where there are insufficient funds to cover any direct debits that we submit to your bank.

4.10 Gross Revenues Defined. "Gross Revenues" will mean the total revenues and income from all guests or customers of your Food Truck, and will include all cash, credit card, and credit sales made by you of every kind and nature made, derived or received, directly or indirectly, at, from, by or in connection with or on account of the operation of your Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the services or goods received), on credit (whether or not you ultimately receive payment on credit transactions) or otherwise, including, but not limited to, all dollars and other income received from the following: (a) the sale of all food, beverages and products, including alcoholic and nonalcoholic beverages and drinks (though no alcoholic drinks may be sold at Food Trucks); (b) the sale of any and all goods, products, merchandise or items sold under any of the Proprietary Marks; (c) all sales from the catering of food, beverages and products; (d) all sales from the delivery of foods, beverages and products; (e) all sales of foods, beverages or products for

any banquet service; (f) all sales from the carry-out / take-out of foods, beverages and products; (g) all sales of foods, beverages and products at any locations or sites other than the franchised Food Truck; (h) all payments received from or for the redemption of gift cards and gift certificates by your Food Truck; (i) all payments received from business interruption insurance payments made to you by any insurance company; (j) the sale of all foods, beverages and products to your employees including sales from discounted meals provided to employees and actually paid for by employees, except as provided below; (k) digital and online sales including through third-party ordering and/or delivery aggregators; and (l) special events and revenues and income from permitted non-Food Truck operations conducted under or using the Marks. "Gross Revenues" will not include: (a) 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; (b) the sale (as opposed to the redemption) of coupons, gift cards or vouchers by your Food Truck (as further detailed below); (c) the value of complimentary foods, beverages and products, such as house charges; and (d) the one-time sale of any FF&E or any inventory items to a purchaser.

We may, from time to time, authorize certain other items to be excluded from Gross Revenues. Any such permission may be revoked or withdrawn at any time in writing by us in our sole discretion. The following are included within the definition of Gross Revenues described except as noted below:

(a) The full value of meals furnished to your employees as an incident to their employment, except that the value of any discounts extended to such employees may be credited against Gross Revenues during the week in which the meals were furnished for the purpose of determining the amount of Gross Revenues upon which the Royalty is due; and

(b) All proceeds from the sale of coupons, gift cards or vouchers; provided, that at the time such coupons, gift cards or vouchers are redeemed the retail price thereof may be credited against Gross Revenues during the week in which such coupon, gift card or voucher is redeemed for the purpose of determining the amount of Gross Revenues upon which the Royalty is due. If sales proceeds are not recorded and reported for purposes of the Royalty at the time the coupon, gift card or voucher is sold, or if such coupons, gift card or vouchers are distributed free of charge, no credit against Gross Revenues is permitted upon redemption of such coupon, gift card or voucher.

4.11 Failure to Report. If you do not report your Food Truck's Gross Revenues as required herein, such failure is a material breach of this Agreement.

4.12 No Offset. You agree that your obligations to make payments as specified in this Agreement and any other agreement entered into with us and that our rights to receive these payments, are absolute and unconditional, and are not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment due or alleged to be due, or by reason of any past, present, or future claims that you have or may have against us or against any other person whether related to us or not, for any reason. All payments required by this Agreement, together with the reports or statements required by this Agreement, must be received by us, by their respective due dates or shall be deemed late.

5. STANDARDS AND DUTIES REQUIRED OF FRANCHISEE.

5.1 Quality and Service Standards. We have developed and will continue to develop uniform standards of quality, cleanliness, and service applicable to all Eggmania Food Trucks, including your Food Truck, to protect and maintain for our benefit and all of our developers and franchisees, the distinction, valuable goodwill and uniformity represented by the Marks and the Eggmania System. You agree to maintain the uniformity and quality standards required by us for all goods and services associated with the Marks and the System and agree to the terms and conditions contained in this Section 5 to assure the public that all Eggmania Food Trucks will be uniform in nature and will sell and dispense quality goods and services.

5.2 Identification of Food Truck. You will operate the Food Truck so that it is clearly identified as an Eggmania Food Truck. The style and form of the Marks used in any advertising, marketing, public relations or promotional program must have our prior written approval. You will use the name Eggmania, the approved logos and all graphics associated with the Eggmania System and the Marks on all materials in the manner we prescribe.

5.3 Compliance with Standards. You will use the Marks and our System in strict compliance with the moral and ethical standards, quality standards, health standards, operating procedures, specifications, requirements and instructions that we require.

5.4 Interests of Franchisee. You will be dedicated solely to the operation of your Food Truck and will not hold any interest in, operate, or manage any other business of any kind without our prior written approval.

5.5 Working Capital. We reserve the right to require, at our sole discretion, that you meet certain financial requirements, which may include the requirement to maintain (i) a minimum working capital reserve, (ii) a minimum debt service coverage ratio, (iii) a maximum amount of incurred debt, (iv) a minimum balance in the bank account utilized to make payments to the us; and (v) any other reasonable financial health metrics required by us. We will provide such requirements to you in writing and they will become effective thirty (30) days after we provide written notice of such requirement(s) to you. Without limiting the foregoing, you must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement (including maintenance, remodeling and modernization requirements) and to cover the risks and contingencies of the Franchised Business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

5.6 Default Notices and Significant Correspondence. You will deliver to us, immediately upon your receipt, an exact copy of all: (a) notices of default received from the local authorities (if applicable) that grant permits to operate food trucks, or the landlord of the Food Truck location (if you lease the space at which you operate your Food Truck), or any mortgagee, trustee under any deed of trust, contract for deed holder, lessor, or any other party, (b) notifications or other correspondence relating to any legal proceeding for any claim in excess of \$10,000, relating in any way to the your Food Truck, and (c) inspection reports or any other notices, warnings or citations from any governmental authority, including any health and safety, taxing and/or licensing authorities. You will notify us in writing within five days of the commencement of any proceeding and/or of the issuance of any governmental order or action impacting the Franchisee and/or the operation of the Food Truck. Within ten days after receipt

of a written request from us, you will provide us with a written summary of all written consumer and employee complaints made since the date indicated in our request for this information. You will also provide all additional information requested by us relating to any of these matters.

5.7 Vending and Gaming Machines. You will not, except with our prior written permission, permit any jukeboxes, electronic games, vending machines, ATMs, newspaper racks, entertainment devices, coin- or token-operated machines, or gambling devices or kiosks to be used on the Food Truck and will not sell or allow employees to sell any tickets, subscriptions, chances, raffles, lottery tickets or pull tabs.

5.8 Compliance with Applicable Laws. You will be responsible for the operation of your Food Truck, and will control, supervise and manage all the employees, agents and independent contractors who work for or with you. We will not have any right, obligation or responsibility to control, supervise or manage your employees, agents or independent contractors. You will comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations pertaining to the construction or remodeling of your Food Truck and/or the operation of your Food Truck including, but not limited to: (a) health and food service laws; (b) health and safety regulations and laws; (c) menu 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 privacy laws, and (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). You will, at your expense, be solely and exclusively responsible for determining the licenses and permits required by law for your Food Truck, for obtaining, qualifying for and maintaining all licenses and permits, and for compliance with all applicable laws by your employees, management, agents and independent contractors. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with the Food Truck. It is your sole responsibility to identify and obtain all authorizations necessary to operate the Food Truck.

5.9 Tax Laws. You will be responsible for and will timely pay all federal, state and local taxes imposed by law in connection with the operation of the Food Truck, and will timely file all returns, notices and other forms required to comply with all applicable tax laws. We will have no liability for any taxes which arise out of or result from your Food Truck, and you will indemnify us for any such taxes that may be assessed or levied against us which arise out of or result from the operation of your Food Truck. If any "franchise" or other tax which is based upon the revenues, receipts, sales, business activities or operation of your Food Truck is imposed upon us by any taxing authority, then you will reimburse us for all such taxes paid by us within 15 days after receiving an invoice from us for such taxes. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third party designees) because we, our affiliates and/or our third party designees (as applicable) have furnished programs or services to you, collected any fee from you, licensed our Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become

obligated to pay on your behalf for any reason; and, (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

5.10 Other Laws. You will comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, the Franchisee will not enter into any prohibited transactions and will properly perform any currency reporting and other activities relating to the Food Truck business as may be required by us or by law. You confirm that you are not listed in the Annex to Executive Order 13224, and agree not to hire any person so listed or have any dealing with a person so listed. You are solely responsible for ascertaining what actions must be taken to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities in this Agreement pertain to your obligations hereunder. You represent and warrant to us that, as of the date of this Agreement and at all times during the term hereof, and to your actual or constructive knowledge, neither you, any affiliate of yours, any individual or entity having a direct or indirect ownership interest in you or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director, manager, or management employee of any of the foregoing, nor any funding source you utilize is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. You agree that you will immediately notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect.

5.11 No Alcoholic Beverages. You shall not serve, sell, stock or maintain alcoholic beverages at the Food Truck.

5.12(a) Food Truck Hours and Personnel. Your Food Truck will be open during the hours specified in the Manual, to the extent permitted by applicable laws, rules and regulations. During business hours, you will have management staff on duty responsible for supervising the Food Truck's employees and operations. You will have a sufficient number of adequately trained and competent service, kitchen and other personnel on duty to guarantee efficient service to the customers of the Food Truck. You will require your employees to meet appearance standards and to wear the standard attire or uniforms described in the Manual. **Such employees shall be employees of you and not of us.** You acknowledge and agree that you are solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of your Food Truck. You shall use your best efforts to ensure the compliance of your managers, employees, instructors, officers, and directors with the non-competition/non-disclosure agreement and with the other requirements described in this Agreement pertaining to confidentiality. You shall ensure that your employees comply with the provisions of, and shall follow the procedures as may be set forth in, the Manual or any informational materials applicable to employees as may be published by us, and amended or updated from time to time.

5.12 (b) Franchisee is the Sole and Exclusive Employer of its Employees.

Franchisee hereby irrevocably affirms, attests and covenants its understanding that in no fashion is Franchisee, or may Franchisee be deemed to be, Franchisor's employee (under any theory or definition of "employee" or "employment") and that Franchisee's employees are employed exclusively by Franchisee and in no fashion is Franchisee or any such employee either employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of its employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of its employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/Affordable Care Act contributions/unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate its employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Food Truck is at all times staffed at those levels necessary to operate Franchisee's Food Truck in conformity with the System and the products, services, standards of quality and efficiency, and other Eggmania brand attributes known to and desired by the consuming public and associated with the Marks. Franchisee affirms, warrants and understands that it may staff its Food Truck with as many employees as it desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations it may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate its Food Truck, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with ultimate authority, the various procedures, protocols, systems and operations of a franchised Food Truck and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees in any private or government investigation, action, proceeding, court, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of Franchisee or any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, court, arbitration or other setting to the exclusion of Franchisee, then should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with Franchisee appearing at any such venue (including travel, lodging, meals and per diem salary).

5.13 Inspection Rights. You will permit us or our representatives to enter, remain on, and inspect the Food Truck without prior notice. You agree that we may: (a) interview your employees and customers; (b) take photographs and videotapes of the interior and exterior of the Food Truck location; (c) examine and remove samples of any food, beverages or other items sold or used at your Food Truck; and (d) evaluate the quality of the food, beverages or other items, and the services provided by the Franchisee to its customers. We will have the right to use all interviews, photographs and videotapes of your Food Truck for such purposes as we deem appropriate, including use in advertising, marketing and promotional materials, without any

approval of or any compensation to you.

5.14(a) Credit cards. You will honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent you will store, process, transmit or otherwise access or possess cardholder data in connection with the operation of your Food Truck under this Agreement, you will maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards (“PCI DSS”), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the term of this Agreement. You further understand you are responsible for the security of cardholder data in the possession or control of any subcontractors it engages to perform under this Agreement. Such subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. Upon our request, you will provide appropriate written documentation to us to demonstrate compliance with applicable PCI DSS requirements by us and all identified subcontractors each calendar year during the term of this Agreement.

5.14(b) Privacy and Data Protection. You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual (“Personal Information”) in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules (“Privacy Laws”); (ii) employ administrative, physical, technical and organizational safeguards that are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information (“Safeguards”); (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us to breach any Privacy Laws; and (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You are solely responsible for educating yourself as to these regulations and standards and for achieving and maintaining applicable compliance certifications.

You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You further agree that the indemnification of us and our affiliates hereunder specifically embraces all claims and liabilities sought to be imposed against us arising from or related to (directly or indirectly) your failure to comply with the provisions of this Section.

You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals’ offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information.

5.15 Gift Cards and Loyalty Programs. You will not create or issue any gift certificates or gift cards and will only sell gift certificates or gift cards that have been issued by us that are accepted at all Eggmania Food Trucks. You will participate in all gift certificate and/or gift card administration programs as may be designated by us from time to time. You will honor all coupons, gift certificates, gift cards and other programs or promotions as directed by us. You will fully participate in all guest loyalty or frequent customer programs now or in the future adopted or approved by us. You will not issue coupons or discounts of any type for use at your Food Truck except as approved by us in writing, which may be withheld in its sole and absolute discretion.

5.16 Music and Music Selection. You will play only the music and music selections at your Food Truck that have been approved by us as set forth in the Manual or otherwise in writing. You will install the equipment necessary to receive and play the approved music.

5.17 Security and Fire Monitoring System. You will utilize a security and fire monitoring system sufficient to provide notification of life and safety hazards and unauthorized access to the Food Truck. Each Food Truck must also be equipped with a video surveillance system that is approved by us and that we will have access to.

5.18 Maintenance. You will, at your expense, repair and maintain the Food Truck in a clean and sanitary condition consistent with our then-current operating standards and will replace all décor items and other furniture, fixtures and equipment ("**FF&E**") as they become worn-out, soiled or in disrepair. All food preparation, mechanical, service, and other equipment must be kept in good working order and repair. All replacement FF&E and décor items used in the Food Truck must comply with the standards and specifications in the Manual.

5.19 Remodeling of Food Truck. You will make the reasonable capital expenditures necessary to extensively remodel, modernize, redecorate and renovate ("**remodel**" or "**remodeling**") your Food Truck and to replace and modernize the FF&E so that your Food Truck will reflect the then-current image of an Eggmania Food Truck and conform to our then-current specifications. You acknowledge and agree that the requirements to remodel and modernize your Food Truck as set forth in this provision are reasonable and necessary to maintain uniformity among all Eggmania Food Trucks, to update the image of Eggmania Food Trucks and to avoid the deterioration of the appearance and operation of your Food Truck. You will complete remodeling your Food Truck within nine months after receiving written notice from us specifying the required remodeling. Except for repairs and maintenance as provided for in Section 5.18 of this Agreement, you will not be required to remodel the Food Truck, or to replace and modernize its FF&E more than once every five years from the date of this Agreement.

5.20 Opening Date. You must open the Food Truck for business and commence operations within twelve (12) months from the Effective Date of this Agreement.

5.21 Other Business. You will use the Food Truck location solely for the operation of an Eggmania Food Truck and will not directly or indirectly operate or engage in any other business or activity from the Food Truck location. You will not participate in any dual branding program, or in any other program, promotion or business pursuant to which another trademark, service mark, trade name, or commercial symbol is used in connection with your Food Truck or at the Food Truck location, unless we conduct a co-branding program which we lead.

5.22 Conventions and Additional Training. You and your operating principal, the owners, and such other persons as may be required by us, will attend the conventions, meetings, seminars and other gatherings or group sessions (collectively, “**Conventions**”) held by us. The topics covered, duration, date and location of all Conventions held by us will be at our sole discretion.

You and your management staff and other employees may be required to attend, at your expense, additional training on the dates and at the locations determined by us if the Food Truck fails to meet certain performance standards or if we determine, in our sole discretion that additional training is needed. Whether additional training is required by us or requested by you, you will pay us the then-current training fee for each member of your management staff who is trained, and will reimburse us for any travel expenses for our trainers.

5.23 Quality Assurance Programs. You will participate, at your expense, in any quality assurance monitoring programs we specify, including telephonic or electronic customer polling or onsite “secret shopper” programs, and will share the results of such programs with us.

5.24 Disclosure. We will have the right to disclose in our Franchise Disclosure Document as required by law, and in other documents and places as determined by us, any information relating to the Food Truck, including your name, any address and/or telephone number(s), revenues, expenses, results of operations and/or other information. Any disclosure by us will be for reasonable business purposes, and our rights under this provision will survive the Assignment, termination or expiration of this Agreement.

5.25 Supervision. The Food Truck shall at all times be under the direct, on-premises supervision by you (or your operating principal), or the supervision of a manager approved by us who has attended and successfully completed our training program(s) and who will devote his or her full time and energy during business hours to the supervision and management of the Franchised Business (the “**General Manager**”). You (or your operating principal) must at all times remain active in overseeing the operations of your Franchised Business. Unless we approve otherwise, your operating principal must have and retain at least 5% ownership in the Franchised Business. Notwithstanding anything to the contrary contained herein, you (or your operating principal) must participate in the Franchised Business as follows:

5.25.1 You must submit to us annual financial statements, which shall include an income statement and balance sheet, prepared in accordance with generally accepted accounting principles, within 90 days of fiscal year end, and a profit and loss statement within ten days of the end of each month;

5.25.2 You must be directly responsible for all accounting, reporting and bookkeeping;

5.25.3 You (and your approved General Manager if you will not be the on-site supervisor) must attend initial training and ongoing training courses that may be required by us;

5.25.4 You must attend any meeting of franchisees that is called by us;

5.25.5 You must be directly involved with the site selection, construction,

remodeling and all financial components of the Franchised Business;

5.25.6 You and/or your approved manager (who is your employee) must be directly involved in all personnel decisions; and

5.25.7 You must comply with and be subject to all reasonable supervision of your Franchised Business by us in accordance with our operating policies and procedures, including, but not limited to, inspections, reports, and guidance.

5.26 Variance. We have the right, in our sole discretion and business judgment and as we may deem in the best interests of all concerned in any specific instance, to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of a particular site or circumstances, the demographics of the trade area, business potential, existing business practices, or any other condition which we deem to be of importance to the successful operation of any particular Eggmania Food Truck. We will not be required to disclose or grant to you a like or similar variance hereunder.

5.27 Approved Suppliers. Subject to Section 13 below, you acknowledge that the reputation and goodwill of our System is based in large part on offering high quality services and products to our customers. Accordingly, you shall provide or offer for sale or use or consumption at your Food Truck only those products and services that we from time to time approve (and which are not thereafter disapproved) and that comply with our specifications and quality standards. If required by us, any such services or items shall be purchased only from "**Approved Suppliers**" that we designate or approve (which might include and/or be limited to us and/or our affiliates). You shall not offer for sale, sell or provide through the Franchised Business or from the Area of Operation, any services or products that we have not approved.

Notwithstanding anything contrary in this Agreement, we have the right to review from time to time our approval of any items, services or suppliers. We may revoke our approval of any item, service or supplier at any time, in our sole discretion, by notifying you and/or the supplier. You shall, at your own expense, promptly cease using, selling or providing any items or services disapproved by us and shall promptly cease purchasing from suppliers disapproved by us. We have the right to designate certain services and products, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as we determine, including, but not limited to, franchisee qualifications, test marketing and regional or local differences. We have the right, in our sole discretion, from time to time to give our consent to one or more franchisees to provide certain services or products not authorized for general use as part of the System. Such consent will not create any rights in you to provide the same services or products.

We or an affiliate may be a designated or approved supplier. We or our affiliate are currently a supplier for certain food ingredients, wall décor and lighting, dishware, and other items bearing the proprietary marks.

5.28 Initial Training. In accordance with the terms and conditions set forth herein, you (or your Operating Principal) and your General Manager must attend and complete to our reasonable satisfaction our Initial Training program prior to the opening of the Franchised Business. Should you or your staff fail to satisfactorily complete any portion of the Initial

Training program, we may, in our sole discretion, allow you to repeat training at our then-current fee of \$500 per person per week.

The Initial Training program for new members of the management staff who are hired after the opening of the Food Truck will be conducted at our corporate headquarters or at such other location designated by us. You will be required to pay our then-current fee charged for each new member of your staff who is trained after the opening of the Food Truck. All new members of your management staff, who are hired after the initial opening of the Food Truck, must attend our training program within 14 days of being hired or promoted by you. If any member of your management staff fails to successfully complete the required training program within 60 days after the date of hiring, then you cannot permit that employee to continue to participate in the operation of your Food Truck.

5.29 Insurance. Prior to commencing operations of your Food Truck, you must obtain all necessary insurance, all as outlined in this Agreement (Section 11) and in our Manual, and must maintain such insurance throughout the term of this Agreement. Failure to do so is a material default of this Agreement.

5.30 Merchandise Materials. We may, from time to time and in our sole business judgment, produce and provide to you (or have our third party designated vendor produce and/or provide to you) certain merchandising materials identifying the System and to support national promotions, such as point of purchase advertising materials, apparel, System memorabilia and other brand-relevant merchandise (collectively, "System Merchandise"). We or our third-party vendor will invoice you for these materials and you agree to pay for the materials (including but not limited to the cost of shipping and insurance). Upon reasonable request, we will provide you with documentation of the costs of these materials.

6. AREA OF OPERATION SELECTION; BUILDOUT OF FOOD TRUCK.

6.1 You will be responsible for selecting the Area of Operation for your Food Truck. We recommend that you retain an experienced attorney to provide advice and counsel on the terms, conditions and economics of the legal and other documents required to be permitted by local laws, rules and regulations to operate at any particular site or area, and/or to negotiate a lease or purchase of any particular site (if private property). Our review of the lease (if it is a lease between you and a third party) will be only to determine whether its terms comply with the terms and conditions of this Agreement and not to provide any business, economic, legal or real estate advice or analysis.

You will be solely responsible for all terms of the lease (if applicable), including the enforceability, economics and legality of all provisions in the lease. You will not sign the lease until this Agreement has been signed by both you and us, and the lease must contain the terms required under this Agreement, and be in a form satisfactory to us. You may not execute a lease or sublease without our prior written approval. If your lease or sublease is with a third party, we will not review the form of lease or sublease for the Area of Operation (or portion thereof) unless you deliver to us a copy of the lease and sublease and our standard Option to Assume Lease, a copy of which is attached hereto as Exhibit "2".

To the extent that the final version of the lease is substantively different from that previously submitted to us, we may disapprove the proposed transaction. Our written approval of your proposed lease does not constitute our guarantee of success of your business at the location or Area of Operation you have selected, nor does it constitute a legal review. You will not subsequently modify, extend or otherwise alter the terms and conditions of the lease or sublease without our prior written approval.

We can terminate the Franchise Agreement if you fail to agree with us on, and obtain any require consents, permits or approvals to operate at, an Area of Operation approved by us within six (6) months after you sign the Franchise Agreement. Your failure to locate and secure a suitable Area of Operation that we approve for the Food Truck in accordance with the terms of this Section shall be deemed a material event of default under the Agreement, and if we terminate the Agreement for that reason then we will refund to you seventy percent (70%) of the Initial Franchise Fee you paid to us.

6.2 You will provide to us the information specified by us in writing for the proposed Area of Operation (the “**Area of Operation Information**”). You will not purchase or lease a proposed site until you have provided the Area of Operation Information to us, we have reviewed the proposed site, and we have approved the proposed site. You must deliver a copy of the signed lease to us within 15 days of its execution.

The review of any Area of Operation Information, any visits to a proposed area, the review of the area, and/or our approval will not constitute an approval of the site by us or a warranty or representation by us or any other party that the site chosen by you will be a financial or operational success. Our approval will mean only that we have received the Area of Operation Information provided by you and reviewed the area as acceptable based on the information you provided, and will not be deemed to be an approval of the area in terms of any promise or guarantee that it meets all regulatory guidelines or requirements (which are your responsibility to ascertain) or that it will be successful.

6.3 WE WILL HAVE NO DUTY OR OBLIGATION TO ASSIST YOU IN THE SELECTION OF AN AREA OF OPERATION FOR THE FRANCHISED FOOD TRUCK, OR TO PROVIDE ANY ASSISTANCE TO THE FRANCHISEE IN THE PURCHASE OR LEASE OF THE LOCATION, OR OBTAINING ANY REQUIRED PERMIT REGARDING THE LOCATION, WHERE THEY WISH TO OPERATE THEIR FOOD TRUCK. WE WILL NOT HAVE ANY OBLIGATION, DUTY OR LIABILITY TO YOU AS A RESULT OF THE AREA OF OPERATION OR ANY PARTICULAR SITE THEREIN SELECTED BY YOU AND/OR THE PURCHASE OR LEASE OF THE AREA OF OPERATION OR ANY PORTION THEREOF. YOU HEREBY RELEASE US AND OUR AFFILIATES AND THEIR RESPECTIVE EXECUTIVE MANAGEMENT, AGENTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, FROM ANY AND ALL CLAIMS BY YOU ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF YOUR LACK OF A VALID PERMIT FOR, OR YOUR PURCHASE OR LEASE OF, THE AREA OF OPERATION SELECTED BY YOU FOR THE FRANCHISED FOOD TRUCK.

6.4 Your Food Truck will conform to all standards, specifications and other requirements established by us for the design, decoration, layout, FF&E and other items of the

Food Truck. Any changes or modifications to such design standards must be submitted to us for our prior approval. Compliance with these design standards does not release you from your obligation to ensure that the Food Truck is designed and constructed in compliance with all federal, state, and local laws including (to the extent applicable), without limitation, the Americans with Disabilities Act. You will purchase and install the FF&E specified in the Manual or otherwise in writing by us for your Food Truck Business in compliance with the design standards.

6.5 You will retain a properly licensed, qualified and bonded general contractor for the buildout/construction or renovation of your Food Truck and to complete all improvements. You will be solely responsible for all costs and expenses incurred for the buildout/construction or renovation of your Food Truck including, but not limited to, all costs for design plans and specifications, all modifications to the plans and specifications necessitated by the structure, construction or layout of the Food Truck, permits, site preparation, demolition, heating, ventilation and air conditioning, décor and decorations, FF&E, labor, professional fees, electricians, general contractors and subcontractors.

6.6 You will be solely responsible for inspections during buildout/construction or renovation to confirm that the Food Truck is being constructed or renovated in a workmanlike manner and according to the specifications established by us. You will be solely responsible for complying with all federal, state and local laws, ordinances, statutes and building codes, and for acquiring all licenses and building and other permits required by law in connection with the construction or renovation of your Food Truck. We will have no responsibility to you or any other party if the Food Truck is not constructed or renovated by you or your contractor: (a) according to the specifications established by us; (b) in compliance with all applicable federal, state or local laws or ordinances; or (c) in a workmanlike manner. You will not open the Food Truck for business without our prior written approval.

6.7 [RESERVED]

6.8 Time Is Of the Essence. Subject to the provisions of this Agreement regarding unavoidable delays or failures to perform by you due to *force majeure*, time is of the essence with regard to each and every requirement of this Article 6.

6.9 Your indemnification of us, our affiliates and all others specified in Section 19 below applies to each and every activity arising from or related to the buildout/construction or renovation of your Food Truck. You understand and agree, and promise never to contend or assert otherwise, that our approval of your final plans for your Food Truck does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us, our affiliates and the others referenced in the indemnification provisions herein nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

6.10 You must use your best efforts to complete the buildout/construction or conversion of your Food Truck promptly. You must provide us with comprehensive information regarding all phases of the development process of the Food Truck site as we may require, such as weekly progress reports during buildout/conversion, in the format we designate. This information will include (without limitation and as applicable) the names, addresses and telephone numbers of your contractors, principal vendors and consultants, and the primary contact for each; copies of all

permits, licenses, contractor's liability insurance certificates and other similar items required for the buildout/conversion of your Food Truck; and, copies of all buildout/construction or remodeling contracts and documents, along with originals of all lien waivers and copies of all invoices. These requirements will also apply to any buildout/construction, remodeling, renovation or refurbishing of your Food Truck at any time after it opens.

6.11 We will not be responsible for delays in buildout/construction, conversion, remodeling, equipping or decoration or for any loss resulting from your Food Truck's plans that you furnished to us before implementing the changes. You hereby grant us access to your Food Truck site while work is in progress. We may require any reasonable modifications of the buildout/construction of your Food Truck that we consider necessary or desirable in our reasonable business judgment. If you fail to promptly begin the design, buildout/construction, equipping and opening of your Food Truck with due diligence, we may elect to terminate this Agreement immediately upon notice to you. All signs and visual buildout elements at your Food Truck must conform to our sign criteria, unless you demonstrate good cause and we consent in writing to such non-conformance.

6.12 You will notify us of the scheduled date for completion of buildout/construction no later than thirty (30) days prior to such date. When construction is complete and before you open your Food Truck, your contractor must provide us with a certificate stating that the as-built plans for the Food Truck fully comply with all laws, rules, regulations, codes and ordinances applicable to the Food Truck and the Area of Operation, including any requirements set forth in the Lease for the Area of Operation (or portion thereof), if applicable.

6.13 We will have the right, but not the obligation, to conduct a final inspection of the completed Food Truck before it opens. We may require any corrections and modifications we consider reasonable and necessary to bring the Food Truck into compliance with the plans and specifications we approved. The Food Truck will not be allowed to open if the Food Truck does not conform to the approved plans and specifications, including changes thereto that we may approve.

7. PROPRIETARY MARKS; FRANCHISOR PROPERTY RIGHTS.

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

7.1.1 You will use only the Marks designated by us and will use them only in the manner authorized under this Agreement and permitted by us. We have not authorized you to use the Marks except as provided by this Agreement, and you shall not employ any of the Marks in forming a business entity, signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation, or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

7.1.2 You will use the Marks only for the operation of the Food Truck and only in the Area of Operation or in advertising for the Business conducted in or from the Area of Operation. Unless otherwise authorized or required by us, you will not use the Marks in connection with the operation of an Internet website.

7.1.3 Unless otherwise authorized or required by us, you will operate

and advertise the Food Truck only under the name “EGGMANIA” or “EGGMANIA XPRESS” (as we specify) and will require all advertising and promotional materials, signs, decorations, paper goods, menus, apparel, and other items which may be designated by us to bear the Marks in the form, color, location, and manner we prescribe.

7.1.4 During the term of this Agreement and any renewal hereof, you will identify yourself as the franchisee of the Food Truck in conjunction with any use of the Marks, including, but not limited to, on invoices, business cards, stationary, order forms, receipts, and contracts, as well as at such conspicuous locations on the Food Truck as we may designate in writing.

7.1.5 You will not use the Marks to incur any obligation or indebtedness on our behalf.

7.1.6 You will not use the Marks as part of an Internet domain name (or URL), e-mail address, or as part of your corporate or other legal name.

7.1.7 You will execute any documents we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

7.1.8 **Testimonials and Endorsements.** You agree to permit us (or any of our authorized agents or representatives) to communicate in any manner with your customers to procure customer testimonials and endorsements of the programs, products or services furnished by your Franchised Business and any related programs, products or services. You agree to cooperate with us in procuring testimonials and endorsements. You agree that we will be free to make whatever use of testimonials and endorsements that we determine, and that we will owe you absolutely no direct or indirect compensation or other duty as a consequence of our use.

7.1.9 **Crisis Management.**

Upon the occurrence of a Crisis Management Event (as defined below):

A. We may, in our sole and absolute discretion, elect to control the manner in which the Crisis Management Event is handled by the parties, including, without limitation, managing and conducting, ourself or via our designee, all communication with third parties including the news media, temporarily suspending or closing one or more Eggmania Food Trucks, suspending or discontinuing certain service offerings at some or all Eggmania Food Trucks and/or taking any remedial measures or making any such other modifications to the Eggmania System’s policies, procedures, processes and operations as we may deem, in our sole discretion, necessary or prudent in response to the Crisis Management Event. Your and our employees shall cooperate fully with us or our designee in our or our designee’s efforts and activities in this regard and shall be bound by all further Crisis Management Event procedures developed by us. You shall not reopen your Eggmania Food Truck or resume suspended or discontinued services until we provide our express written consent to do so.

B. Upon learning that a non-System wide Crisis Management Event has occurred in or about your Eggmania Food Truck, you shall immediately inform us by telephone or email (or as otherwise instructed in the Manual) upon becoming aware of such Crisis Management

Event. You acknowledge that, if we elect to direct the management of any Crisis Management Event, we or our designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as we deem appropriate, and we may require you to reimburse us for all such costs provided, however, that you shall only be required to reimburse us for such costs to the extent the Crisis Management Event (i) arises, directly or indirectly, from the actions or inactions of you or (ii) relates solely to, or solely occurs in or about, your Eggmania Food Truck. Your indemnification obligations as provided in this Agreement shall apply to all losses and expenses that may result from our or our designee's exercise of the management rights granted in this Section.

C. Our rights under this Section shall be exercised in our sole and absolute discretion and nothing in this Section shall be deemed to require us to act, manage or remediate any Crisis Management Event. Our rights under this Section shall continue until we determine that the Crisis Management Event is resolved. We shall have no liability to you for any losses arising from our actions or inactions under this Section.

D. "Crisis Management Event" means any event or incident that:

1. occurs at or about, or impacts, your Eggmania Food Truck that has or may cause real or perceived harm or injury to member or employees, such as equipment malfunction, food contamination or other food safety issue, matters affecting the health, safety or well-being of any member, employee or the public at the Food Truck, epidemics, pandemics or other contagious diseases, natural disasters, criminal or terrorist acts, shootings, or any other circumstances which may have the actual or potential ability to damage the System, the Proprietary Marks, or the image or reputation of us or our affiliates; and/or

2. occurs at or about, or impacts (or has the ability to impact regardless of whether such impact so occurs) one or more Eggmania Food Trucks that (x) has or may cause real or perceived harm or injury to the System, the Marks, or the image or reputation of us or our affiliates or (y) has or may cause harm or injury to members, employees or the public, including, but not limited to, incidents or events relating to equipment malfunction, food contamination or other food safety issue, matters affecting the health, safety or well-being of any member, employee or the public at the Food Truck, epidemics, pandemics or other contagious diseases, natural disasters, criminal or terrorist acts, shootings, or any other circumstances which may damage the System, the Marks, or the image or reputation of us or our affiliates; and/or

3. results in any governmental action, mandate, advisory opinion, declaration of emergency or otherwise that may impact, or may require the suspension, termination, or modification of operations of, your Eggmania Food Truck.

You will promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to Vraj Foods IP Holder LLC's, ownership of, our right to use and to license others to use, or your right to use, the Marks. You acknowledge that we and/or Vraj Foods IP Holder LLC have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We and/or Vraj Foods IP Holder LLC have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will indemnify and hold you harmless from any expense or liability arising from your use of the Marks in accordance with the Agreement and Manual. If we determine that you have not used the Marks in accordance with this Agreement, the cost of such defense,

including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Marks, you will execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action.

7.2 You expressly understand and acknowledge that:

7.2.1 Vraj Foods IP Holder LLC is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them.

7.2.2 The Marks are valid and serve to identify the System and those who are authorized to operate under the System.

7.2.3 You will not directly or indirectly contest the validity of our or Vraj Foods IP Holder LLC's ownership of the Marks.

7.2.4 Your use of the Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Marks, except the license granted by this Agreement.

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

7.2.6 The right and license of the Marks granted hereunder to you is nonexclusive, and we thus have and retain the rights, among others:

7.2.6.1 To use the Marks in connection with selling products and services;

7.2.6.2 To grant other licenses for the Marks, in addition to those licenses already granted to existing Eggmania franchisees;

7.2.6.3 To develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you.

7.2.7 We reserve the right to change, modify or substitute different Marks or trade names for use in identifying the System and the businesses operating thereunder and you will promptly comply with any such modification or substitution at your expense. We will not reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to change names or marks to promote a modified or substituted name.

7.2.8 We shall have no liability to you for any senior users that may claim rights to the Marks.

8. CONFIDENTIAL OPERATIONS MANUAL.

8.1 In order to protect our reputation and goodwill and to maintain high standards of

operation under the Marks, you will conduct your business in accordance with the Manual, which may consist of one or more volumes of books, manuals, electronic communications or other materials relating to operation under the System, including additions and updates thereto as we publish periodically, one copy of which you acknowledge having received on loan from us for the term of this Agreement.

- 8.2 You acknowledge and agree that the Manual is proprietary, includes trade secrets belonging to us, and are disclosed to you or authorized for your use in the operation of the Franchised Business, solely on the condition that you agree, and you therefore do agree, to treat the Manuals, including amendments and modifications thereto, and all of the information contained therein, as proprietary and confidential. You shall use all reasonable efforts to maintain such information as confidential. The Manual must remain in a secure location on the premises of the Franchised Business at all times. You will not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.
- 8.3 The Manual will at all times remain our sole property and will at all times be kept in a secure place on the Food Truck or at other premises of your Franchised Business.
- 8.4 We may from time to time revise the contents of the Manual, and you expressly agree to comply with each new or changed standard. You will at all times ensure that its copy of the Manual is kept current and up to date; and, in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us at our headquarters will be controlling. All additions to, deletions from or revisions of the Manual, will be deemed a part of the Manual, and will become binding on Franchisee as if originally set forth in the Manual, upon being delivered to you. You agree to immediately adopt and use the products, services, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or supplements to the Manual, as we may modify them from time to time. You acknowledge that we are the owner or licensee of all proprietary rights in and to the System and the Manual, and any changes or supplements thereto.

9. ACCOUNTING AND RECORDS.

- 9.1 You shall maintain during the term of this Agreement and shall preserve for not less than seven years from the date of preparation full, complete and accurate books, records and accounts in accordance with the System and in the form and manner prescribed by us in the Manuals or otherwise in writing from time to time. You shall ensure that Gross Revenues information, in the form we prescribe, and such other data or information as we may require, is constantly available to us for inspection and/or audit through your point of sale software and system.
- 9.2 During the term of this Agreement, you shall, at your expense, submit to us, on such forms that we prescribe from time to time:

9.2.1 Within 90 days of the completion of your fiscal year, an annual

financial statement, which shall include an income statement and balance sheet prepared in accordance with generally accepted accounting principles;

9.2.2 Within ten days of the end of each month, a profit and loss statement for the Franchised Business for the immediately preceding month; and

9.2.3 Within 90 days of the completion of your fiscal year, copies of all federal and state tax returns.

The financial statements required above must be prepared in accordance with United States generally accepted accounting principles, including all disclosures required under those principles. We reserve the right to require that each annual financial statement and tax return shall be compiled by an independent certified public accounting firm. Each annual financial statement and tax return shall be signed by you attesting that the statement is true and correct. We may require the financial statements to be prepared on a consolidated basis for each Franchised Business that you and your affiliates own. We also reserve the right to require you to submit to us certified financial statements for any period or periods of any fiscal year, which shall be certified by your accounting firm and attested to by you. If not timely received by us, a late fee will be assessed.

9.3 You shall also submit to us, for review and auditing, such other forms, and other reports, including such information and data as we may reasonably designate, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in the Manuals or otherwise in writing, at any time during the term of this Agreement.

9.4 We or our designated agents will have the right at all reasonable times to examine and copy, at our expense, the books and records of the Food Truck, including but not limited to customer lists, ledgers, files, memoranda, and correspondence, whether in electronic or paper form. We will also have the right, at any time, to have an independent audit made of the books of the Food Truck. If an inspection should reveal that any payments have been understated in any report to us during the current year or during the preceding five calendar years, then you will immediately pay to us upon demand the amount understated in such reports, in addition to interest on such amount from the date such amount was due until paid, at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, calculated on a daily basis. If an inspection discloses an understatement in any payment of two percent (2%) or more, you will, in addition, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs) within 30 days of receiving notice of such costs and expenses. If our examination or an audit establishes a pattern of underreporting, we may require that the subsequent annual financial statements due as set forth above be audited by an independent accounting firm consented to by us. The foregoing remedies will be in addition to any other remedies we may have.

10. ADVERTISING.

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:

10.1 Special Advertising and Sales Promotion Programs. We may, from time to time, develop and administer special advertising and sales promotion programs designed to promote and enhance the collective success of all Food Trucks. You will have the obligation, in our business judgment, to participate actively in all such advertising and sales promotion programs, but only in full and complete accordance with such terms and conditions as we may establish, in our sole discretion, for each such program, including, without limitation, any fees associated therewith. It is expressly understood, acknowledged, and agreed that in all aspects of such advertising and sales promotion programs, including the type, quantity, timing, placement (whether national, regional, or local), choice of media, market areas, and advertising agencies, the standards and specifications established by us will be final and binding. You acknowledge the benefits of such advertising and promotional programs.

Because enhancing Eggmania's interbrand competitive position and consumer acceptance for Eggmania's programs, products and services is a paramount goal of us and our franchisees, and because this objective is consistent with the long-term interest of the System overall, we may exercise rights with respect to the pricing of Food Truck programs, products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum prices which you may charge for the foregoing; recommending prices; advertising specific prices for some or all of the foregoing, which prices you will be compelled to observe (colloquially referred to as "price point advertising campaigns"); engaging in marketing, promotional and related campaigns which you must participate in and which may directly or indirectly impact your prices (such as "buy one, get one free"); and, otherwise mandating, directly or indirectly, the maximum and/or minimum prices which you may charge. We may engage in any such activity either periodically or throughout the term of this Agreement. Further, we may, in our discretion, engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain types of Food Trucks but not others; or, with regard to certain subsets of franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your Franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business's prices. However, subject to the terms and conditions of this Section, nothing in this Agreement may be construed to prevent you from otherwise freely establishing your own prices.

10.1.1 Supplemental Marketing Programs. You acknowledge that supplemental marketing programs (e.g., limited time offers, gift cards, gift certificates, coupons, loyalty programs, customer relationship management and other supplemental marketing programs) are an integral part of the System, and you may be required to participate in (and comply with) such supplemental marketing programs established by us from time to time. You acknowledge that you may be responsible for the payment of certain

costs associated with these supplemental marketing programs. We reserve the right to establish (and set forth the terms and conditions of) such supplemental marketing programs through a supplement and/or modification to the Manual or other written directive.

10.2 Local Advertising. You agree to actively and aggressively promote your Food Truck within your Territory. We must approve all advertising and promotional plans and materials we do not prepare before you use them.

10.3 Grand Opening Program. You will spend a minimum of \$6,000 on a grand opening advertising and promotional program for your Franchised Business during the period encompassing the 60 days before and the 90 days after the opening of the Food Truck (the "**Grand Opening Program**"). The Grand Opening Program must use the marketing and public relations programs, media and materials we develop or approve and is in addition to your other advertising requirements under this Agreement. We may require you to submit expenditure reports to us detailing your Grand Opening Program advertising expenditures. You agree to furnish to us copies of all statements, invoices and checks issued showing that you have spent the required amounts for the Grand Opening Program, and an accurate accounting of all expenditures therefor.

10.4 Brand Development Fund. We have established a Brand Development Fund to advertise franchised Food Trucks and Affiliate-Owned Food Trucks, as well as Eggmania restaurants, on a regional and/or national basis (the "**Fund**" or "**Brand Fund**"). As of the date of this Disclosure Document, you are required to contribute 2% of your weekly Gross Revenues to the Fund, at the same frequency and in the same manner as Royalty Fee payments are paid ("**Brand Fund Contributions**"). You agree that the Fund will be maintained and administered by us or our designee as follows:

10.4.1 We or our designee will maintain and administer the Fund. We will direct all advertising programs and will 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 System and the Marks. We will require that any Affiliate-Owned Food Trucks and Eggmania restaurants contribute to the Fund on an equal basis at the prevailing rate that our franchisees make Brand Fund Contributions. In administering the Fund, we and our designees undertake no obligation to make expenditures for you that 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 assume no fiduciary duty in administering the Brand Fund.

10.4.2 You agree that the Fund may be used to satisfy any and all costs of maintaining, administering, directing, creating, and producing advertising and the operating costs of the Fund. All sums paid by you to the Fund will be maintained in a separate account by us and will not be used to defray any of our general operating expenses, except

for such reasonable administrative costs and overhead as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees of the System and Food Trucks and Eggmania restaurants. The Fund is operated solely as a conduit for the collection and expenditure of advertising fees for the purposes outlined above. The Fund and its earnings are not our assets and will not otherwise inure to our benefit.

10.4.3 We maintain the right to terminate the Fund even if the Fund is intended to be of perpetual duration. Before we terminate the Fund, all monies in the Fund shall have been expended for advertising and/or promotional purposes or returned to the contributing Food Trucks, without interest, on the basis of their respective contributions of such remaining monies, as determined by us in our sole discretion.

10.4.4 You agree that the Fund will not use more than one-half of one percent (0.5%) of any collected monies for advertising that is principally a solicitation for the sale of franchised Food Trucks or Eggmania restaurants.

10.4.5 We will prepare an annual statement of the operations of the Fund that will be made available to you on your reasonable written request. We are not required to have this statement audited.

10.5 Approval of Advertising. All advertising and promotion in any medium will be conducted in a professional and dignified manner and will conform to our standards and requirements as set forth in the Manuals or otherwise. You will obtain our approval of all advertising and promotional plans and materials prior to use. Before you implement or disseminate any advertising, promotional and marketing materials which we have not prepared or previously approved within the past 12 months, you must send us samples of same for approval. You will submit such unapproved plans and materials at least 30 days prior to their proposed use. We will make reasonable efforts to notify you of our approval within 30 days of receiving them. ***You may not use any plans or materials until we have approved them.*** You will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. However, our approval does not constitute a determination that the advertising, marketing and promotion that you conduct complies with applicable laws or regulations nor does it provide assurance that such approved materials will be successful. You must consult your own advisors at your expense.

10.6 Advertising Advisory Council. We do not currently have a franchisee advertising advisory council. At our discretion and in our business judgment, we may, in the future, form a Franchisee Advisory Council (the “**Council**”) once there are a sufficient number of franchisees in the System. The Council members will be Eggmania franchisees. The Council shall serve in an advisory capacity only, advising us on operations, marketing and other subjects. We have the authority to dissolve, change and reform the Council in our discretion.

10.7 Advertising Cooperatives. You may establish, form, join, or leave an advertising cooperative if you wish from time to time. We shall not require you to do so.

10.8 Internet Advertising and Social Media. We have the exclusive right and authority to post and maintain an Eggmania internet website and related websites. You may not establish, use, maintain, nor create an internet website, web posting, web page, or host page or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Franchised Business without our prior written approval, which we may withhold for any reason or no reason. We may provide you with a link on our website to a sub- website to be used by you upon our written approval. If we grant you written approval, you agree to submit to us for approval before use true and correct printouts of all pages you propose to use in connection with the Franchised Business. You understand and agree that our right of approval of all such web materials is necessitated by the fact that such Web materials will include and be inextricably linked with our Marks. You may only use material that we have approved. Your website must conform to all of our website requirements, whether set forth in the Manual or otherwise. You agree to provide all hyperlinks or other links that we require. You may not use any of the Marks at the web page or link from our site except as we expressly permit.

You may not post any of our proprietary, confidential or copyrighted material or information on the website without our prior written permission. If you wish to modify your approved link or page, all proposed modifications must also receive our prior written approval. You explicitly understand that you may not post any material which a third-party has any direct or indirect ownership interest in (including, without limitation, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image which any third- party may claim intellectual property rights in).

The requirements for our prior approval will apply to all activities on the Internet or other communications network to be conducted by you. You may maintain one or more e-mail addresses and may conduct individual e-mail communications only on a computer system that is not connected to our POS System. However, you agree to obtain our prior approval as provided above if you propose to send any such e-mail that contains advertising about the Franchised Business. We may require you to participate in any internet or intranet networks we establish and pay the then-current fees for ISP and ASP services and the like.

We may design and provide for the benefit of your franchised Eggmania Food Truck a “click through” subpage at each of these websites for the promotion of your Food Truck. If we establish one or more websites, social media pages, or other modes of electronic commerce or internet marketing, and if we provide a “click through” subpage or separate social media account on any of these websites for the promotion of your Food Truck, you must routinely provide us with updated copy, photographs and news stories about your franchised Eggmania Food Truck suitable for posting on your Food Truck’s “click through” subpage or social media account. We will specify the content, frequency and procedure of these in our Manual. Any websites or other modes of electric commerce or marketing that we establish or maintain may – in addition to

advertising and promoting the products, programs or services available at Eggmania Food Trucks – also be devoted in part to offering Eggmania Food Truck franchises for sale and be utilized by us to exploit the electronic commerce rights which we reserve. In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee email, Eggmania System discussion forums and systemwide communications (among other activities) can be effected. You may not maintain your own website or social media page without our consent; or, otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your franchised Eggmania Business; establish a link to any website we establish at or from any other website or page; or, at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates the “Eggmania” name or any confusingly similar name.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any Eggmania website or social media pages we establish and maintain, such as on applications or platforms such as Instagram or Facebook, including all material you may furnish to us as described above.

11. INSURANCE.

11.1 You will procure, before the commencement of any operations under this Agreement, and will maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you and us, and our respective officers, directors, partners, agents, and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Food Truck, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, statutory worker’s compensation insurance, and automobile insurance. Such policy or policies will be written by an insurance company acceptable to us, will name us as an additional insured as we specify, and will provide, at a minimum (except as additional coverage and higher policy limits may reasonably be specified by us from time to time), the types and minimum amounts of coverage specified in the Manual or otherwise in writing. At all times during the term of the franchise, you shall maintain in force, at your sole expense, the following forms of coverage:

11.1.1 Comprehensive general liability insurance, including contractual liability, broad form property damage, premises liability, personal injury, advertising injury, product liability, automobile liability, employee liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of \$2,000,000 per occurrence, with \$4,000,000 aggregate

coverage (or such higher amount as required by the lease for the premises);

11.1.2 Workers' compensation insurance in amounts prescribed by law in your Protected Territory but covering not less than \$1,000,000;

11.1.3 Employment practices liability insurance in the amount of \$1,000,000 per occurrence;

11.1.4 Comprehensive automobile liability insurance including owned and non-owned covering personal injury and property damage coverage, of not less than \$1,000,000;

11.1.5 Fire, vandalism and extended coverage insurance with primary and excess limits of at least the full replacement value of the Franchised Business and its fixtures and equipment;

11.1.6 Business interruption and extra expense insurance for a minimum of 12 months to cover net profits and continuing expenses, including royalty fees;

11.1.7 Property insurance with replacement cost coverage and damage to rented premises with coverage of at least \$300,000;

11.1.8 All other insurance required by the state or locality in which the Franchised Business is located in such amounts as required by statute; and

11.1.9 Any other insurance we may reasonably require.

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

11.3 You must provide us with a copy of each certificate of insurance at least 15 days before the opening of the Franchised Business and on each policy renewal date. No policy may be cancelled or materially altered without 30 days' advance written notice to us. All insurance policies must name us and our affiliates as additional insured's and certificate holders for the entire term of the Franchise Agreement. The failure to maintain insurance coverage at any time is a material breach of the Franchise Agreement.

11.4 If you fail to purchase and maintain any required insurance coverage or furnish satisfactory evidence of coverage to us, in addition to our other remedies (including without limitation declaring you in default of the Franchise Agreement), we may,

but are not obligated to, purchase the insurance coverage for you. If we do purchase insurance on your behalf, you must pay us on our demand the amount of any premiums and reasonable expenses we incur in obtaining the insurance.

- 11.5 You shall ensure that all third parties with which you conduct business are properly insured.
- 11.6 You agree to look solely to the proceeds of such insurance policies as required herein for reimbursement of any loss, and neither you nor any insurance carrier may recover damages against us as Franchisor.

12. **COMPUTER HARDWARE AND SOFTWARE.**

- 12.1 You will, at your sole expense, obtain and maintain the dedicated phone lines, high speed Internet connections, and other communication and transmission equipment and systems for your Food Truck as are specified in the Manual or otherwise in writing. You will install and maintain telephone answering systems and other telephonic devices relating to the business of the Food Truck and will operate all communication and transmission systems and devices as specified by us in the Manual or otherwise in writing.
- 12.2 You will, at your sole expense, lease, license or purchase the computer hardware, computer software, peripheral devices and Point-of-Sale System ("**POS System**"), cash register and operating systems (collectively, the "**Computer System**") that meet the standards, specifications and requirements established by us in the Manual or otherwise in writing. The Computer System for your Food Truck must perform the functions required by us, which include serving as your Point-of-Sale cash register and maintaining certain sales, financial, marketing, management and other business information for your Food Truck.
 - 12.2.1 You must maintain the Computer System in good working order at all times and upgrade, update or otherwise change the Computer System during the term of this Agreement, as we require. Our modifications and specifications for components of the ComputerSystem may require you to incur costs to purchase, lease or license new or modified computer hardware and software or to obtain service and support for the Computer System during the term of this Agreement. You agree to comply with modifications to the Computer System within 30 days after you receive notice of such modifications.
 - 12.2.2 We will have the right to access all of your information contained on your computer hardware and software, and there are no contractual limitations on our right to do so. Any customer lists compiled or amassed through the Computer System or collected by you in any other manner shall be our proprietary property. You further agree that you will not sell or use any such customer lists for any purpose other than in

connection with your Food Truck.

- 12.2.3 You must install any other hardware or software for the operation of the Food Truck that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. Specifically, we may require that you install and maintain systems that permit us to access and retrieve electronically any information stored in your computer systems, including information regarding your Gross Revenue, at the times and in the manner we specify. There is no contractual limitation on the frequency or cost of these obligations. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by Eggmania Food Trucks. If we develop proprietary software in the future and require you to license it from us or our affiliates, you must then execute our then-current form of Software License Agreement, the current form of which is attached as Exhibit “6” to this Agreement.

12.3. You acknowledge and agree that we may include financial performance information concerning your Food Truck in our franchise disclosure document (including providing prospective franchisees with such backup documentation as may be required by law), in related media claims, to existing franchisees, and as otherwise required or permitted by law.

13. FOOD, BEVERAGE AND PRODUCTS.

- 13.1 Limitations on Foods, Beverages and Products.** You can only sell those goods and services specified in writing by us or in the Manual, and will offer and sell all of the products and services we specify in writing or in the Manual. You will maintain sufficient inventories to realize the full potential of the Food Truck and will conform to all customer service standards we prescribe in writing. You will only sell goods on a retail basis and will not offer or sell any items: (a) on a wholesale basis; (b) on a retail basis at any other location; (c) by means of the Internet, catalogue or mail order sales, or telemarketing; or (d) by any other method of distribution. We do not represent that any of the products will be available to you in any particular market area or that any pricing or payment terms extended by any supplier to us or any of our Affiliates will be offered to you.
- 13.2 Catering and Delivery.** We may grant you the right to offer catering and delivery services of the menu items offered and sold by your Food Truck from within the Area of Operation to customers located in the Protected Territory, and in the other areas outside of the Protected Territory only as specified and **approved** by us in writing. We will have the absolute right to withdraw approval for you to offer catering and delivery services to customers in specific areas outside of the Protected Territory by giving you 30 days’ prior written notice. All catering and delivery services must comply with our standards, policies and requirements set forth in the Manual or otherwise in writing.

- 13.3 Approved Suppliers.** You will purchase certain goods and services which will be used or sold by you at your Food Truck only from Approved Suppliers. We or an affiliate maybe an Approved Supplier for the foods, food items, products and services used or sold in your Food Truck. You will have the right to purchase such foods, food items, products and services from other suppliers provided they conform to our standards and specifications and provided that we determine that the supplier's business reputation, quality standards, delivery performance, credit rating, and other criteria meet commercial business standards. If you desire to purchase any foods, food items, products and services from other suppliers, then you must, at your expense, submit samples, specifications, and product information requested by us, for review and testing to determine whether these foods, food items, products and services comply with our standards and specifications. We will also have the right to inspect the facilities of the proposed supplier, and you will reimburse us for the costs and expenses incurred to conduct the inspection. We anticipate that it will complete all product testing within 30 days, and will notify you of our determination within 30 days after we receive the samples and other requested information. Our written approval must be obtained before any previously unapproved foods, food items, products and services are purchased, sold or used by you.

You are responsible to reimburse us for all reasonable expenses incurred by us in evaluating the proposed product, service or supplier. Nothing in this Section will be construed to require us to approve any particular supplier, or to require us to make available to prospective suppliers, standards and specifications that we, in our discretion, deem confidential.

- 13.4 Designated Suppliers.** You will purchase the foods, food items, products and services specified in the Manual or otherwise in writing by us solely and exclusively from designated suppliers. We or an affiliate may be a designated supplier for the foods, food items, recipe ingredients, proprietary products, other products and services used or sold in the Food Truck.
- 13.5 Brand Name Products.** You will purchase and use in the operations of its Food Truck all of the brand name foods, food items, and products specified in the Manual or otherwise in writing.
- 13.6 Branding of Foods, Beverages or Products.** You will not have the right to: (a) use or display the Marks on or in connection with any foods, beverages or products that have not been approved by us; (b) acquire, develop or manufacture any food, beverage or product using the name "EGGMANIA," "EGGMANIA XPRESS" or any of the Marks, or direct any other person or entity to do so; (c) acquire, develop or manufacture any foods, food items, products and services that have been developed or manufactured by or for us for use in conjunction with the operations of the Food Truck and which are sold under any of the Marks, or direct any other person or entity to do so; or (d) use, have access to, or have any rights to any proprietary formulas, ingredients, or recipes for any foods, food

items, products and services created by or at our direction and sold under any of the Marks.

13.7 Purchasing Cooperative. We may require that you join and make required purchases/leases through a purchasing cooperative or other entity designated by us. Such entity may adopt its own by-laws, rules, regulations and procedures, subject to our prior approval. Your failure to timely pay amounts due to, or comply with the by-laws, rules, regulations and procedures of such cooperative is a breach of this Agreement. We will have the right to offset against amounts we owe to you the amount of your unpaid cooperative obligations.

13.8 Payments by Suppliers. You acknowledge that we and/or our Affiliates will have the right to receive commissions, volume discounts, purchase discounts, performance payments, bonuses, rebates, marketing and advertising allowances, co-op advertising, administrative fees, enhancements, price discounts, economic benefits and other payments based upon the actual purchases of the foods, food items, products and services by us, our Affiliates, developers and franchisees from designated suppliers, Approved Suppliers, us, and/or other suppliers, vendors and distributors. Any payments made to us will become our property for use as we so determine.

14. TRANSFER OF INTEREST.

14.1 Transfers by Us. This Agreement shall inure to the benefit of our successors and assigns either individually or collectively. We shall have the right to assign this Agreement and all of its rights and privileges under this Agreement to any person, persons, partnership, association or corporation, provided that the transferee agrees in writing to assume all obligations undertaken by us herein and you receive a statement from both us and our transferee to that effect. Upon such assignment and assumption, we shall be under no further obligation hereunder except for accrued liabilities, if any.

Specifically, and without limitation of the foregoing, you expressly affirm and agree that we may sell our assets, our rights to the Marks and the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations or be acquired by another business entity or person(s); may undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring, and, with regard to any or all of the foregoing sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of VRAJ FRANCHISOR, LLC as the Franchisor under this Agreement. We have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Section.

14.2 Transfers by You or Your Owners. For purposes of this Agreement, the term “**Transfer**” means any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) of any interest in this Agreement, the Food Truck, the lease for the Food Truck (if applicable) or the space where the Food Truck operates (if applicable), the assets of the Food Truck, any ownership interests (if you are a business entity) or any other assets pertaining to your operations under this Agreement.

You acknowledge that this Agreement is personal to you and we have selected you as a franchisee based on our reliance on your (or your Owners’, as defined herein) character, skill, aptitude and business and financial capacity. Neither you nor any of your members, shareholders, partners, or other direct or indirect holders of ownership interest in you (collectively your “**Owners**”) may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. The decision as to whether to consent to a Transfer will be made in the exercise of our business judgment, but our consent will not be unreasonably withheld. We have the right to communicate with and counsel you and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. Unless otherwise agreed, we do not waive any claims against the transferring party if we consent to the Transfer.

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you and are granted in reliance upon the individual or collective character, skill, aptitude, and business and financial capacity of you and/or your owners. You have represented to us that you are entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of your rights and obligations under this Agreement.

If you (and your Owners) are in full compliance with this Agreement, then, subject to the other provisions of this Section, we will not unreasonably withhold our consent to a transfer that meets all of the requirements of this Section. A non-controlling ownership interest of a less than 10% equity stake in you or your Owners (determined as of the date on which the proposed transfer will occur) may be transferred if the proposed transferee and its direct and indirect owners are of good character and meet our then applicable standards for Eggmania franchise owners (including no ownership interests in, or performance of services for, a competitive business). If the proposed transfer is of this Agreement or a controlling ownership interest (or any equity interest of 10% or greater) in you or one of your Owners, or is one of a series of transfers (regardless of the time period over which these transfers take place) which, in the aggregate, transfer this Agreement or a controlling ownership interest (or any equity interest of 10% or greater) in you or one of your Owners, then we may, in our sole discretion and business judgment, require any or all of the following as conditions of our approval:

14.2.1 All of your accrued monetary obligations and all other outstanding

obligations to us, our subsidiaries, affiliates and suppliers shall be up to date, fully paid and satisfied;

- 14.2.2** You shall not be in default of any provision of this Agreement, any amendment of this Agreement or successor to this Agreement, any other franchise agreement or other agreement between you and us, or our subsidiaries, affiliates or suppliers.
- 14.2.3** You and each of your partners, shareholders, officers and directors shall have executed a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.
- 14.2.4** The transferee shall demonstrate to our satisfaction that the transferee meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related experience, our testing criteria or otherwise); has at least the same managerial and financial criteria required of new franchisees; and shall have sufficient equity capital to operate the Franchised Business.
- 14.2.5** The transferee shall enter into a written assignment, under seal and in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement. If the transferee is not an individual, then the shareholders, partners or other owners of the transferee shall jointly and severally guarantee your obligations under this Agreement in writing in a form satisfactory to us.
- 14.2.6** At our option, the transferee shall execute (and/or, upon our request, shall cause all interested parties to execute) for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, our standard form of Franchise Agreement then being offered to new franchisees and such other ancillary agreements as we may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ materially from the terms of this Agreement, including, without limitation, a higher percentage royalty fee and brand fund contributions and the implementation of other fees.
- 14.2.7** The transferee shall upgrade, at the transferee's expense, the Franchised Business to conform to the then-current specifications being used in new Food Trucks, and shall complete the upgrading and other requirements within the time specified by us. If the Franchised Business is subject to a mandatory remodel within 12 months of the anticipated transfer, the location must be remodeled at the time of transfer, or upon approval by

us, at our option, the transferor must escrow with us an amount we deem sufficient to fully accomplish the remodel, and the transferee must agree to complete the remodel within 12 months of the transfer.

- 14.2.8** You (and your Owners) shall remain liable for all direct and indirect obligations to us in connection with the Franchised Business prior to the effective date of the transfer, shall continue to remain responsible for your and their obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement, and shall execute any and all instruments reasonably requested by us to further evidence such liability.
- 14.2.9** At the transferee's expense, the transferee and its manager and employees shall complete any training programs then in effect for current franchisees upon such terms and conditions as we may reasonably require unless we have previously trained such employees.
- 14.2.10** The transferee shall have signed an acknowledgement of receipt of all required legal documents, such as the Franchise Disclosure Document and the then current Franchise Agreement and ancillary agreements.
- 14.2.11** The transferor shall pay to us a transfer fee equal to 50% of the then-current initial franchise fee, subject to a minimum payment of \$25,000.
- 14.2.12** The transferor must provide us with a copy of the agreements of purchase and sale between the transferor and the transferee. The Total Sales Price of your sale, assignment or transfer must not be so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the Franchised Business and/or the assignee/transferee. "Total Sales Price" means all consideration of every kind paid or payable to you or any other person or entity in connection with, arising out of or relating to the assignment or transfer of the franchise, this Agreement or the Franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Franchised Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your fixtures, equipment and trade dress elements; accounts receivable; or, any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other person in the future (including the highest possible value of any contingent future consideration).
- 14.2.13** Your right to receive compensation pursuant to any agreement for the purchase of any interest in this Agreement, in franchisee, or in all or substantially all of the assets of the Food Truck Business will be subordinate and secondary to our rights to receive any outstanding monetary obligations or other outstanding obligations due from you pursuant to this Agreement or any other agreement between us or our

affiliates and you, whether arising before or after such transfer. If you (the current, transferring Franchisee) finance any part of the purchase price, you (the transferor) agree that the transferee's obligations to pay the transferor such purchase price are subordinate to the transferee's obligations to pay us (the Franchisor) any amounts due to us.

- 14.2.14** If the transferee is a business entity, those persons with an Ownership interest of 5% or more in the transferee must execute our then current form of owner's acknowledgment. If you propose to admit a new Owner who will have greater than a 5% ownership interest, remove an existing Owner or change the distribution of ownership interests among the Owners shown on Schedule "B", you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions. Any new Owner must submit a personal application and execute our then-current form of owner's acknowledgment.
- 14.2.15** Our consent to the proposed transfer is further conditioned upon our receiving the following for each Food Truck prior to closing: (a) If you will assign a third-party lease, satisfactory evidence of the landlord's consent to the assignment, provided such consent is required by the lease, and our standard Option to Assume executed by the transferee and the landlord for the lease, unless such agreement is already effective or (b) If the transferee will execute a new lease with the landlord, or a new sublease with you, a copy of the fully executed lease or sublease, as the case may be, and fully executed copy of our standard Option to Assume for the new lease (if applicable). If the transferee fails to disclose to us the existence of a new lease, such failure will constitute fraud and a material breach of the transferee's franchise agreement(s).
- 14.2.16** You expressly agree that your obligation to indemnify and hold harmless us and our affiliates under this Agreement extends to and embraces liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed assignee/transferee and/or any claim that you (and, if you are a business entity, your owners, General Manager, management or employees) or your assignee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the assignment. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.
- 14.2.17** You further understand and agree that our approval of any assignment/transfer transaction will not constitute our waiver of any claims against you by us or our affiliates, under this Agreement or otherwise.

14.2.18 You further understand and agree that our consent to an assignment of this Agreement and the Food Truck, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the assignee, a guarantee of the Food Truck's or assignee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the assignee's full compliance with this Agreement.

14.2.19 The provisions of Section pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your Franchised Business to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the ownership of the assets or operations of the Franchised Business must meet such standards and conditions as we have put in place at the time you request our consent.

14.3 Transfer for Convenience. If you are an individual or a partnership, we will consent to the Transfer of this Agreement to a business entity that you form for the convenience of ownership (a "Transfer for Convenience"), and such Transfer shall not be subject to our "right of first refusal" below, provided that:

14.3.1 The entity has and will have no business other than the operation of Eggmania Food Trucks and/or Eggmania restaurants and serving as "Franchisee" under its Franchise Agreement(s) with us (unless we otherwise specify in writing).

14.3.2 You comply with the requirements in this Section 14.

14.3.3 The Owners hold equity interests in the new entity in the same proportion shown on Schedule "B" and sign personal Guarantees and Confidentiality/Non-Compete Agreements on our then-current forms for same.

14.3.4 The top-level management of the Food Truck Business does not change.

14.3.5 You will not be required to pay a Transfer Fee in connection with any such Transfer for Convenience.

14.3.6 The name of the business entity formed does not include an Eggmania Mark or any variant thereof or word(s) confusingly similar thereto.

14.3.7 The business entity formed complies with our business entity

requirements and records – specifically:

- 14.3.7.1** You furnish us with all of your formation, organizational and governing documents; a schedule of all current owners (indicating as to each its percentage ownership interest); any shareholder, partnership, membership, buy/sell or equivalent agreements and documents; and, a list of all of your officers, directors and managers (as applicable).
- 14.3.7.2** You must promptly notify us in writing of any change in any of the information specified, or in any document referred to, herein.
- 14.3.7.3** All of your business entity's organizational documents (including any partnership, partnership agreements, incorporation documents, organization/formation documents, bylaws, operating agreements, shareholders agreements, buy/sell or equivalent agreements, and trust instruments) will recite that the issuance or transfer of any interest in you is restricted by the terms of this Agreement, and that the sole purpose for which you are formed (and the sole activity in which you are or will be engaged) is the conduct of a Franchised Business pursuant to one or more franchise agreements from us and that your activities will be exclusively confined to such purpose. Your organizational documents will also include a "Supremacy of Franchise Agreement" clause reciting the following: "To the extent any provision of this Agreement conflicts, violates or is inconsistent with any provision of the Vraj Franchisor LLC Franchise Agreement, the parties hereto agree that the provisions of such Franchise Agreement shall supersede the same and that the parties hereto shall enter into such amendments to this agreement as are necessary in order to make the relevant provisions consistent with or non-violative of the provisions of the Vraj Franchisor LLC Franchise Agreement."
- 14.3.7.4** You will maintain stop instructions against the transfer on your business entity's corporate records of any securities or other ownership interests, and will not issue securities or other evidences of ownership without the following legend printed legibly and conspicuously on the face of the security or other evidence of ownership: "The transfer of this certificate and the interests it represents are subject to the terms and conditions of one or more Franchise Agreements with Vraj Franchisor LLC and to the restrictive provisions of the organizational documents of the issuer. Please refer to those documents for the terms of the restrictions."

14.3.7.5 Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge or other security interest in respect of any of your business entity's shares, equity interests or other ownership interests. Any violation of this restriction will give us the right to terminate this Agreement immediately upon notice to you.

14.4 Right of First Refusal. Any party who holds an interest (as we reasonably determine) in you or in the Franchised Business and who desires to accept any bona fide offer from a third party to purchase his interest shall notify us in writing of each such offer and, except as otherwise provided in this Agreement, we shall have the right and option, exercisable within 30 days after receipt of such written notification, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party less any amount of the purchase price attributable to fees payable to brokers or intermediaries, the Marks or the System. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. In the event that we elect to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third-party offer; or (b) within 30 days from the date of notice to the seller of our election to purchase. Our right to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14 with respect to a proposed transfer.

14.4.1.1 In the event the consideration, terms and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms and/or conditions, then we may purchase the Franchised Business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree, within a reasonable time, on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by a third party, then the reasonable equivalent will be determined by three independent appraisers who collectively will conduct one appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our right of first refusal, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment.

- 14.5 Transfer Upon Death or Mental Incapacity.** Upon the death, mental incapacity or disability of you (if you are a natural person) or that of any owner who is a natural person, we shall consent to the transfer of said interest in you, the Franchised Business or this Agreement to the spouse, heirs or relative by blood or by marriage, of you or said owner, whether such transfer is made by will or by operation of law, if, in our sole discretion and judgment, such person or persons meet our educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Business; have at least the same managerial and financial criteria required by new franchisees and have sufficient equity capital to operate the Franchised Business. If said transfer is not approved by us, the executor, administrator or personal representative of such person shall transfer his or her interest to a third party approved by us within six months after such death, mental incapacity or disability. Such transfer shall be subject to our right of first refusal and to the same conditions as any inter vivos transfer. Within the 6-month period stated in the prior sentence, until such transfer is consummated, the Estate may continue operation of the Franchised Business, but only if an approved General Manager is at all times supervising same.
- 14.6 Security Interest.** You may not grant a security interest in the Food Truck Business or in any of its assets unless the secured party agrees that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure your default. Notwithstanding the foregoing, we shall not be construed as a guarantor or surety for you. We (the Franchisor) may require compliance with any policy we adopt regarding security interests in Eggmania franchisees. We reserve the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section, which approval shall be in writing.
- 14.7 Effect of Consent to Transfer and Non-Waiver of Claims.** Our consent to a transfer hereunder will not constitute a waiver of any claims it may have against the transferring party, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee. Our consent to a transfer of this Agreement and the Franchised Business or any interest in you (if you are a legal entity) does not constitute a representation as to the fairness of the terms of any contract between you and the transferee or a guarantee of the prospects of success of the Franchised Business or the transferee.
- 14.8 Operation of the Food Truck by Us.** In order to prevent any interruption of the business of the Franchised Business and any injury to the goodwill and reputation thereof which would cause harm to the Franchised Business and thereby depreciate the value thereof, you authorize us, and we shall have the right, but not the obligation, to operate said Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement, in the event that: (a) any of your owners is absent or incapacitated by reason of illness or death and that you are not, therefore, in our sole judgment, able to do the business licensed under this Agreement; or (b) any

allegation or claim is made against the Franchised Business, you or any of your principals, directors, shareholders, members, partners or employees, involving or relating to misrepresentations or any fraudulent or deceptive practice. In the event that we operate the Franchised Business, we at our option shall not be obligated to operate it for a period of more than 90 days. All revenues from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account and the expenses of the Franchised Business, including Royalty Fees, Brand Fund Contributions, and the applicable Management Fee, which is equal to 20% of your Gross Revenues each month, as well as expenses for our representative, shall be charged to said account. If, as provided in this Section, we elect to temporarily operate the Franchised Business on your behalf, you agree to indemnify and hold us harmless from any and all claims arising from the acts and omissions of our representatives and us.

- 14.9 Transfer in Bankruptcy.** If you, your Franchised Business or any owner of you and/or your Franchised Business is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate automatically as provided in Section 15 below, but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a bona fide offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five days after your receipt of such proposed assignee's offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

The notice required above must contain the following: (i) the name and address of the proposed assignee; (ii) all of the terms and conditions of the proposed assignment and assumption; and, (iii) adequate assurance to be provided to us to assure the proposed assignee's future performance (as defined below) under this Agreement, including (without limitation) the assurance referred to in Section 365 of the U.S. Bankruptcy Code and the satisfaction of the preconditions to assignment in the case of general transfers by you to a third party, as set forth above in this Agreement.

We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the bona fide offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

"Adequate assurance of future performance", as used above, shall mean that we

shall have been furnished with specific evidence that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and requirements of a franchisee under: (i) this Agreement; (ii) the standard form Food Truck Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our policies describing our franchisees' duties, obligations, conditions, covenants or performance requirements. You understand and agree that adequate assurance of future performance shall mean that any proposed assignee must satisfy the conditions for general transfers by you to a third party, as set forth above.

15. DEFAULT AND TERMINATION.

15.1 (a) Automatic Default and Termination With No Opportunity to Cure.

You will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to us without notice to you, if: you become insolvent; you, the Franchised Business, or any affiliate or Guarantor thereof is adjudicated as bankrupt or insolvent; all or a substantial portion of the assets of your Franchised Business are assigned to or for the benefit of any creditor or creditors; a petition in bankruptcy is filed by or against you, the Franchised Business or any affiliate or Guarantor thereof and is not immediately contested and thereafter dismissed or vacated within sixty (60) days from filing; you admit in writing your inability to pay your debts when due; you, the Franchised Business and any affiliate or Guarantor thereof cause, permit or acquiesce in an order for relief under the U.S. Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency, reorganization, receivership or other similar law now or hereafter in effect, or consent to the entry for an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding, under any such law; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the Franchised Business, or any affiliate or Guarantor of the Franchised Business, or the assets of any of them, is filed and consented to by you; a receiver or other custodian (permanent or temporary) of all or part of the assets or property of you, the Franchised Business and any affiliate or Guarantor of the Franchised Business is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any federal or state law are instituted by or against you, the Franchised Business or any affiliate or Guarantor thereof; you, any affiliate or yours and any Guarantor are dissolved or liquidated; execution is levied against you, the Franchised Business, any affiliate or Guarantor thereof and/or the property of any of the foregoing; the property of the Franchised Business or your Food Truck is sold after levy thereon by any governmental body or agency, sheriff, marshal or other person authorized under federal, state and/or local law; a final court judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless supersede as bond is filed); a judicial or non-judicial action to foreclose any lien or mortgage against any portion of your Food Truck or equipment is instituted against you and is not dismissed or settled by the earlier of (i) thirty (30) days from commencement or (ii) consummation of such sale; or, if you are a business entity, your governing body adopts any resolution or otherwise authorizes action to approve any of the foregoing activities.

15.1(b) Termination Upon Notice From Us. You shall be deemed to be in default and we

may, at our option, terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon receipt of notice from us to you, upon the occurrence of any of the following events:

- 15.1.1 If we and you agree in writing to terminate this Agreement.
- 15.1.2 If you fail, refuse or neglect to pay promptly any monies owed to us or our subsidiaries or affiliates or suppliers, including any amounts due under any promissory note you execute in our favor, within ten days of your receipt of notice that such monies are past due, or you fail to submit the financial information or other reports required by us under this Agreement;
- 15.1.3 If you fail to open the Food Truck for business within 12 months from the Effective Date of this Agreement, unless otherwise agreed to in writing by us;
- 15.1.4 If you abandon the Food Truck or cease to do the business of the Franchised Business for three or more consecutive days, excluding holidays, or lose the right to possession of the Food Truck or otherwise forfeit the right to do or transact the Food Truck Business in the jurisdiction where the Franchised Business is located; provided, however, that if any such loss of ability to operate results from the governmental exercise of the power of eminent domain in your Area of Operation, or if, through no fault of yours, the Food Truck is damaged or destroyed by an event of force majeure, in either case such that it cannot, in our judgment, reasonably be restored to operation within 120 days, then, in either such event, you shall have 60 days to identify an alternative Area of Operation for the operation of the Franchised Business (the “**Substitute Area of Operation**”) and submit all information reasonably requested by us in connection with the Substitute Area of Operation for our review and approval. Our approval of the Substitute Area of Operation shall not be unreasonably withheld, but may be conditioned upon the payment of an agreed minimum royalty fee to us during the period in which the Franchised Business is not in operation. Notwithstanding the foregoing, we shall have a right to terminate this Agreement if you are not in possession of the Substitute Area of Operation and do not have the Food Truck open for business there to the general public within five months of your receipt of our approval of the Substitute Area of Operation;
- 15.1.5 If you fail to operate and maintain the Computer System or other computer systems in accordance with our requirements and guidelines as outlined in the Manual;
- 15.1.6 If you understate by 2% or more your Gross Revenues in connection with any report required to be submitted to us;

- 15.1.7 If you (or any of your Owners) have made any material misrepresentation or omission in this Agreement or any other agreement to which you are a party with us;
- 15.1.8 If you (or any of your Owners) in our determination repeatedly engage in the excessive use of alcohol and/or abuse of drugs or engage in any one or more incidence of violence or abusive behavior within your Franchised Business jeopardizing the health, safety or welfare of employees or the public;
- 15.1.9 If you, by act or omission, permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, including, but not limited to, a violation of the Anti-Terrorism Laws, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom;
- 15.1.10 If you fail to obtain and maintain all required licenses under state and local law for the establishment and operation of the Franchised Business;
- 15.1.11 If you misuse or make any unauthorized use of the Marks, engage in any business or market any service or products under a name or mark which is confusingly similar to the Marks, or otherwise materially impair the goodwill associated therewith or our rights therein;
- 15.1.12 If a threat or danger to public health, safety or welfare results from the construction, maintenance or operation of the Franchised Business;
- 15.1.13 If you (or any of your Owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense that we reasonably believe is likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or our interest therein;
- 15.1.14 If a judgment or a consent decree against you, or any of your officers, directors, shareholders or partners is entered in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or our interest therein;
- 15.1.15 If you (or any of your Owners) purport to transfer any rights or obligations under this Agreement to any third party without our prior written consent, contrary to any of the terms of this Agreement;

- 15.1.16 If you (or any of your Owners) fail to comply with any of the restrictive covenants contained in this Agreement;
- 15.1.17 If you (or any of your Owners) disclose or divulge the contents of the Manual or any other trade secrets or Confidential Information provided to you by us, except as otherwise expressly permitted by this Agreement;
- 15.1.18 If you knowingly maintain false books or records, or submit any false statements, applications or reports to us or any assignee of ours;
- 15.1.19 If you willfully and repeatedly engage in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with your sale of the services and products offered at the Franchised Business;
- 15.1.20 If you fail to strictly comply with our product and quality control standards and specifications, fail to have any suppliers approved by us as required by this Agreement, or otherwise fail to meet any other significant specifications or guidelines set forth in the Manuals and do not cure such failure within ten days after you receive written notice from us;
- 15.1.21 If any other franchise agreement issued to you by us is terminated for any reason;
- 15.1.22 If you receive three or more notices of default under this Agreement in any 12-month period, whether or not such defaults are cured after notice;
- 15.1.23 If you (or any of your Owners) engage in any illegal, immoral or unethical acts or any act in violation of our mission and values, as determined by us;
- 15.1.24 If you default under your lease agreement for the premises (if applicable) on which the Food Truck operates, or under any other agreement to which you are party with us, or any parent or subsidiary corporation or any other affiliated entity of ours, and fail to cure said default within the grace period (if any) provided for in such agreement, regardless of whether we in fact terminate such agreement;
- 15.1.25 If you relocate the Area of Operation of your Food Truck without obtaining our prior written approval;
- 15.1.26 If your entering into this Agreement or operating thereunder violates or breaches any confidentiality or non-competition agreement previously existing between you and others prior to your entry of

this Agreement;

- 15.1.27 If you fail to maintain at all times a qualified operating principal;
- 15.1.28 If your (or any of your Owners') assets, property or interests are blocked under any Anti-Terrorism Laws, or you (or any of your owners) otherwise violate any such law, ordinance or regulation;
- 15.1.29 If you fail to attend and complete our Initial Training Program or any other mandatory training program or event we institute from time to time, to our satisfaction;
- 15.1.30 If you fail to maintain required financial records or timely submit the required reports or other documentary items as stated in this Agreement;
- 15.1.31 If you refuse us permission to inspect your Franchised Business' Food Truck or any associated food preparation facilities that are part of your Franchised Business, as required by this Agreement;
- 15.1.32 If you attempt to interfere with our contractual relations with other franchisees, or suppliers to the network of Eggmania Food Trucks or Eggmania restaurants, or other third parties;
- 15.1.33 If you direct Eggmania programs, products or services for other purposes;
- 15.1.34 If you breach our advertising, marketing or promotion standards or policies, or fail to obtain our written approval where required for any advertising plans or material, and do not remove the breaching materials from public view within three days of written notice and demand from us;
- 15.1.35 If you do any act subjecting your or us to widespread ridicule or derision; or
- 15.1.36 If you fail to maintain insurance as provided for under this Agreement.

15.2 Default With 30 Day Opportunity To Cure. Except as otherwise provided in Section 15.1 of this Agreement, you shall have 30 days after receiving from us a written notice of default within which to remedy any default described in this Section 15.2 and provide evidence thereof to us. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement, at our option, shall terminate without further notice to you effective immediately upon the expiration of the 30-day period or such longer period as applicable law may require. You shall be in default under this Agreement for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time

reasonably be supplemented by updates to the Manuals, or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

15.2.1 If you fail to maintain any of the standards or procedures prescribed by us in this Agreement, the Manual, or any part thereof, any other franchise agreement between you and us, or any other written agreements between you and us or otherwise;

15.2.2 If you fail to comply with your duties set forth in this Agreement or to perform any obligation owing to us or to observe any covenant or agreement made by you, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with us including, but not limited to, any other franchise agreement by and between you and us or any entity related to us;

15.2.3 If you fail to adequately promote the Food Truck as provided in the Manuals or otherwise in writing;

15.2.4 If you fail to maintain our quality control standards with respect to your use of signage and other uses of the Marks, or obtain required consents or approvals as stated herein.

15.3 [Reserved]

15.4 **Cure on Demand.** You shall cure on demand all “hazardous situations” and remove and destroy on demand all “hazardous products” and shall cure any situation which poses an imminent risk to public health and safety.

15.5 **Statutory Cure Period.** If a statute in the state in which the Food Truck is located requires a cure period for the applicable default which is longer than any cure period specified in this Section 15, the statutory cure period shall apply.

15.6 **Late Payments, Interest and Costs.** If you fail to cure a default within any applicable time period following notice, or if this Agreement is terminated as a result of your default, you shall pay us all damages, costs and expenses, including, without limitation, collection fees, interest at 1.5% per month, or the highest permissible rate, and reasonable investigation and attorneys’ fees we incur as a result of any such default or termination. Entitlement to such interest will be in addition to any other remedies we may have. All such interest payments, damages, costs and expenses may be included in and form part of the judgment awarded to us in any proceedings brought by us against you.

15.7 **No Right or Remedy.** No right or remedy conferred upon or reserved to us by this Agreement is exclusive of any other right or remedy provided or permitted by law or equity.

15.8 **Default and Termination.** The events of default and grounds for termination

described in this Section 15 shall be in addition to any other grounds for termination contained elsewhere in this Agreement or otherwise.

15.9 Right to Purchase. In the event of termination of this Agreement for any reason, including, but not limited to, a default under this Section 15, we shall have the right and option to purchase your interest in the Food Truck and the tangible assets of the Food Truck as set forth herein, as applicable. In the event that we elect to purchase your interest in said tangible assets, you shall also execute an assignment of the lease for the premises where the Food Truck operates (if applicable), any permits associated with operating the Food Truck (to the extent transferable), and any other elements of the Franchised Business.

15.10 Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Royalties, Brand Fund Contributions, Technology Fee payments, or any other monies due and owing to us or our affiliates under this Agreement, or to timely cure any other breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach (if such activities are required of us prior to our terminating this Agreement), will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

15.11 Description of Default. The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

15.12 Continuance of Business Relations. Any continuance of business relations between you and us after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

15.13 Franchisor's Right to Send Notifications of Termination. Before or on the expiration or termination of this Agreement, we may give notice that the Food Truck is leaving the System and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Food Trucks.

16. OBLIGATIONS UPON TERMINATION.

Upon termination or expiration of this Agreement, all rights granted under this Agreement to you shall forthwith terminate, and you shall observe and perform the following:

16.1 Cessation of Operation. You shall immediately cease to operate the Eggmania Food Truck and shall not thereafter, directly or indirectly, represent to the public

or hold yourself out as a franchisee of ours with respect thereto.

- 16.2 Cessation of Use of Marks.** You shall immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, customer database, programs, literature, procedures and techniques associated with the System, the name Eggmania and any other Marks and distinctive trade dress, forms, slogans, uniforms, signs, symbols or devices associated with the System. In particular, you shall cease to use, without limitation, all signs, fixtures, equipment, advertising materials or promotional displays, uniforms, stationery, forms and any other articles which display the Proprietary Marks associated with the System.
- 16.3 Cancellation of Name.** You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Marks or any of our other trademarks, trade names or service marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within 30 days after termination or expiration of this Agreement.
- 16.4 Optional Assignment of Lease (if Applicable).** You shall, at our option pursuant to Section 15.9 above, assign to us any interest which you have in any lease or sublease for the premises where the Food Truck operates. In the event we elect to exercise our option to acquire such lease or sublease, we shall pay for any equipment and supplies acquired by us as a result of such assignment, at your cost or fair market value (whichever is less), less any sums of money owed by you to us and less any sums of money necessary to upgrade and renovate the Food Truck to meet our then current standards for an Eggmania Food Truck and less any sums necessary to acquire clear title to the lease or sublease interest. In the event that we are unable to agree on the fair market value of said items, an independent appraiser shall be appointed by us to determine the fair market value of said items. The determination of said appraiser shall be final and binding upon the parties. You shall pay the costs and expenses associated with the appointment of an independent appraiser.

In the event that we do not elect to exercise our option to acquire such lease or sublease, you shall make such modifications or alterations to the premises of the Franchised Business immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of from the Food Truck from that of other Eggmania Food Trucks under the System, and shall make such specific additional changes thereto as we may reasonably request for that purpose. In the event you fail or refuse to comply with the requirements of this Section, we shall have the right to enter upon the Food Truck and the premises wherein it is then-located without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required, at your expense, which expense you agree to pay upon demand.

- 16.5 Our Right to Continue Operations.** Upon the expiration or termination of this Agreement for any reason, we shall have the right (but not the obligation) to immediately enter the premises where the Food Truck is then-located, take over operation of it, and continue to provide services to customers of the Franchised

Business for such period as we deem necessary and practical to exercise our option topurchase the Franchised Business and/or assume the lease for the premises (if applicable) where the Food Truck is operated, and/or prevent injury to the goodwill and reputation of the Marks. We will be responsible for all operating expenses of the Franchised Business during such period of time. We shall have no other obligations to you in connection with our operation of the Franchised Business following the termination or expiration of this Agreement.

- 16.6 Non-Usage of Marks.** You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks or trade dress, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Marks or trade dress, and agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition.
- 16.7 Prompt Payment Upon Default.** You shall promptly pay all sums owing to us and our subsidiaries, affiliates and suppliers. In the event of termination for your default, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, machinery, fixtures, equipment and inventory owned by you and on the premises of the Franchised Business at the time of default.
- 16.8 Payment of Costs.** You shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section or any other obligation under this Agreement.
- 16.9 Return of Materials.** You shall immediately turn over to us all copies of all materials in your possession including the Manuals, all records, menus, files, instructions, correspondence, client database, brochures, agreements, computer equipment, devices, software, data storage tools, disclosure statements and any and all other materials relating to the operation of the Food Truck in your possession, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between you and us, and any other documents which you reasonably need for compliance with any provision of law. In addition to the foregoing, you shall deliver to us a complete list of all persons employed by you during the three years immediately preceding termination, together with all employment files for each employee on such list. All costs of delivering all materials required by this Section shall be borne by you.
- 16.10 Assignment of Telephone Listings.** You shall promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of your right to use any telephone number and any regular, classified

or other telephone directory listings associated with any Marks and authorize the transfer of same to us or, at our direction, instruct the telephone company to forward all calls made to the telephone numbers to numbers we specify. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with any Marks. You authorize us, and appoint us and any officer of ours as your attorney in fact, to direct the appropriate telephone company and all listing agencies to transfer all such listings to us upon termination or expiration of this Agreement.

- 16.11 Option to Purchase.** Upon expiration or termination of this Agreement, we shall have the right (but not the obligation) to purchase any or all of the equipment, fixtures, supplies, materials, the vehicle, and other assets related to the operation of the Franchised Business, at your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, the fair market value will be determined by three independent appraisers who collectively will conduct one appraisal. We will appoint one appraiser, you will appoint one appraiser and the two party-appointed appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we are exercising our option to purchase the assets of the Franchised Business, and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers was appointed. You and we will bear the cost of our own appraisers and share equally the fees and expenses of the third appraiser chosen by the two party-appointed appraisers. The appraisers are obligated to complete their appraisal within 30 days after the third appraiser's appointment. With respect to our option under this Section, we shall purchase assets only and shall assume no liabilities. Our election to purchase the assets must be exercised by written notice to you within 30 days after termination or expiration of this Agreement. If we elect to exercise any such option, we shall have the right to set off from the purchase price: (a) all amounts due from you to us or any of our affiliates; (b) your portion of the cost of any appraisal conducted hereunder; and (c) any costs incurred in connection with any escrow arrangement (including reasonable legal fees and costs). We shall have the unrestricted right to assign this option to any other party, without your consent.

The date on which such purchase is closed will be referred to as the "Closing Date". The following terms and conditions will apply to the option granted by this Section:

All improvements, fixtures, supplies, equipment, trade dress elements and inventory will be purchased at your original cost or for an amount equal to their fair market value, whichever is less. If you and we cannot agree on "fair market value", then an appraiser shall determine same in accordance with the procedures set forth herein.

All transferrable permits, licenses and other governmental authorizations will be transferred or assigned to us, our affiliate, nominee or designee (as applicable) at the soonest possible time.

All printed material, forms and other materials purchased from us under this Agreement will be purchased for an amount equal to their cost (if any).

All property, real or personal, sold to us or our affiliate, nominee or designee (as applicable) under this Section must be free and clear of all liens, debts, claims, liabilities, leases, encroachments, covenants, conditions, restrictions, rights, rights of way and/or other encumbrances (except for tax liens and special and/or other assessments not delinquent) unless we, in our reasonable opinion (or that of our affiliate, nominee or designee, as applicable), determine that the existence of same either will not interfere with the proposed use of the property or that the existence of same are merely due to easements of record, zoning ordinances or statutes, use and occupancy restrictions of public record or other limitations which are generally applicable to similar properties in the vicinity.

You will convey to us (or our affiliate, nominee or designee, as applicable) good and merchantable, full, legal, equitable and beneficial title to all of the foregoing assets by means of appropriate deeds, bills of sale and assignments containing warranties of title. You hereby irrevocably designate us as your attorney-in-fact and proxy to execute any and all instruments necessary and appropriate to effect such conveyance and will sign any other documents or agreements necessary for our appointment as such. We (or our affiliate, nominee or designee, as applicable) will have the right at our option to assume any liabilities encumbering the assets sold under the provisions of this Article or any of the liabilities for which we would otherwise be indemnified by you pursuant to this Agreement, and reduce the consideration payable to you accordingly. You will pay all transfer taxes and recording fees, if any.

All rents, interest, assessments, taxes and other charges or royalties related to the assets to be conveyed, the payment period of which began before the Closing Date, will be prorated to the Closing Date on the basis of the most recent rates available, and the prorated amount will be added to or subtracted from, as the case may be, the consideration payable to you.

You agree to use your best efforts to assist us (or our affiliate, nominee or designee, as applicable) in obtaining any government or other approvals or consents necessary to carry out the terms and intent of this Section.

16.12 Covenant of Further Assurances. You shall execute any legal document that may be necessary to effectuate the termination of this Agreement and shall furnish to us, within 30 days after the effective date of termination, written evidence satisfactory to us of your compliance with the foregoing obligations.

16.13 Compliance with Covenants. You shall comply with all applicable covenants that, by their nature, survive expiration or termination of this Agreement, including those concerning confidentiality and non-competition and non-solicitation.

16.14 No Further Interest. Other than as specifically set forth above, you shall have no interest in the Franchised Business upon termination or expiration of this Agreement.

17. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS.

17.1 We possess (and will continue to develop and acquire) certain confidential

information, some of which constitutes trade secrets under applicable law (the “**Confidential Information**”) relating to the development and operation of Eggmania Food Trucks, including (without limitation): site/Area of Operation selection criteria and development methods; training and operations materials and manuals, including, without limitation, the Manual; methods, techniques, formats, specifications, procedures, information and systems related to, and knowledge of and experience in, the development, operation and franchising of Eggmania Food Trucks; market research, promotional, marketing and advertising programs for Eggmania Food Trucks; knowledge of specifications for, and suppliers of, certain products, food items, recipes, materials, supplies, and equipment; any computer software or similar technology which is proprietary to us, our affiliates or the System, including, without limitation, digital passwords and identifications, any source code of, and data, reports and other printed materials generated by, the software or similar technology; knowledge of the operating results and financial performance of Eggmania Food Trucks, other than the Franchised Business; e-commerce related data (e.g., customer data, click-stream data, cookies, user data, hits and the like); and customer records of all types.

- 17.2 The parties expressly understand and agree that the relationship established between you and us by this Agreement is one of confidence and trust, and that as a result, we will be disclosing and transmitting to you certain trade secrets and other Confidential Information concerning various aspects of your development of the Franchised Business, its methods of operation, techniques and all proprietary systems, procedures and materials relevant thereto, pursuant to the System and this Agreement. In addition, during the course of your development and operation of the Franchised Business, you, your employees, owners or agents may develop ideas, copyrightable works, concepts, methods, techniques or improvements (“**Ideas and Inventions**”) relating to your Franchised Business, which you agree to promptly disclose to us. As set forth herein, we will be deemed to own the Ideas and Inventions whether developed separately or in conjunction with us, and may use them and authorize you and others to use them in the operation of Eggmania Food Trucks. Ideas and Inventions will then also constitute Confidential Information. In the event that the foregoing provisions are held to be invalid or otherwise unenforceable, you and your Owners hereby grant to us an irrevocable, worldwide, perpetual, exclusive, royalty-free license, with the right to sublicense such information, improvement or technique.
- 17.3 You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchised Business, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us, and is disclosed to you for your use solely on the condition that you agree, and you therefore do agree, that:
- 17.3.1 You shall treat and maintain the Confidential Information as confidential both during the term of this Agreement and thereafter;

- 17.3.2 You shall use the Confidential Information only for your operation of the Franchised Business under this Agreement, and not in any other business or capacity;
- 17.3.3 You shall not make unauthorized copies of any portion of the Confidential Information (whether disclosed via electronic medium or in written or other intangible form), including, for example, the Manual;
- 17.3.4 You shall disclose the Confidential Information only as necessary to your employees or agents who have a demonstrable and valid need-to-know the Confidential Information, and not to anyone else;
- 17.3.5 You shall advise your employees or agents of the confidential nature of such information and the requirements of nondisclosure thereof; and
- 17.3.6 You shall adopt and implement all reasonable procedures that we prescribe from time to time to prevent the unauthorized use or disclosure of the Confidential Information, including, without limitation, restrictions on disclosure of Confidential Information to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information. We shall be designated a third-party beneficiary of such nondisclosure and noncompetition agreements, with the independent right to enforce such agreements.

These covenants shall survive the expiration, termination or transfer of this Agreement or any interest herein, and shall be perpetually binding upon you and each of your owners. The restrictions on your disclosure and use of Confidential Information will not apply to the following: disclosure or use of information, processes or techniques which you can demonstrate lawfully came to your attention prior to disclosure by us to you; disclosure or use of information, processes or techniques which are generally known and used in the fast-casual dining industry (as long as the availability is not because of a disclosure by you); and disclosure of Confidential Information in judicial or administrative proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

17.5 You further covenant that, during the term of this Agreement, except as otherwise approved in writing by us, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

- 17.5.1 Communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge, or know-how which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You will divulge such confidential information only to such of your employees as must have access to it in order to operate the Food Truck. Any and all information, knowledge, know-how, and techniques which we designate as

confidential will be deemed confidential for purposes of this Agreement.

- 17.5.2 Divert or attempt to divert any business or customer of the Food Truck to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.
 - 17.5.3 Employ or seek to employ any of our managerial employees or other personnel, or of any Eggmania franchisee's managerial personnel, for a period of at least one year following the non-employment of such employee or personnel, or otherwise directly or indirectly induce any of our managerial employees or of any Eggmania franchisee or developer to leave his or her employment.
 - 17.5.4 Except with respect to Eggmania Food Trucks operated under valid agreements with us, own, maintain, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any financial or beneficial interest in any business or facility which is competitive with an Eggmania Food Truck, wherever located.
- 17.6** You covenant that, except as otherwise approved in writing by us, you will not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two years thereafter, either directly or indirectly, for yourself as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent, or through, on behalf of, or in conjunction with any person or legal entity or immediate family members (e.g., spouse or children):
- 17.6.1 Except with respect to Eggmania Food Trucks operated under valid agreements with us, own, maintain, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to or have any financial or beneficial interest in any business or facility which is the same as or substantially similar or competitive to an Eggmania Food Truck, and which is located within a radius of 10 miles of the Protected Territory of the Franchised Business or the Protected Territory of any company or affiliate-owned or franchised Eggmania Food Truck which is in existence on the date of expiration or termination of this Agreement.
 - 17.6.2 Employ or recruit any managerial person who is at the time employed by us, or any of our affiliates, or any of our Eggmania franchisees, or otherwise directly or indirectly induce such persons to leave that person's employment.
 - 17.6.3 Divert or attempt to divert any business or customer of the Food Truck to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

If any person restricted by this Section refuses voluntarily to comply with the foregoing

obligations, the two-year period shall be extended by the period of non-compliance.

- 17.7 Neither you nor any of your Owners will at any time: (a) appropriate or use the trade secrets or any portion of the trade secrets incorporated within the System, in any business which is not within the System; (b) disclose or reveal any portion of the System to any person, other than to your Food Truck's employees as part of their training; (c) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the Franchised Business; or (d) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a business or system by utilizing our System, communicated by us in connection with the Franchised Business.
- 17.8 You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any covenant set forth herein, or any portion thereof, without your consent, effective immediately upon receipt by written notice thereof; and you agree that you will comply forthwith with any covenant as so modified, which will be fully enforceable.
- 17.9 You acknowledge that your violation of the terms of this Section 17 will result in irreparable injury to us for which no adequate remedy at law may be available, and you accordingly acknowledge and agree that we may seek an injunction prohibiting any conduct by you in violation of the terms of this Section 17. You expressly agree that any violation of the covenants not to compete in this Agreement will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees that we incur in connection with the enforcement of the covenants not to compete set forth in this Agreement.
- 17.10 You agree to require and obtain the execution of covenants related confidentiality, non-competition and non-solicitation, including covenants applicable upon the termination of a person's relationship with you, from all your officers, directors, managers and, at our request, any other personnel. These covenants must be substantially in the form set forth in Exhibit "4" attached hereto; provided, however, that we reserve the right, in our sole discretion, to decrease the scope of the restrictive covenants set forth in Exhibit "4" or eliminate such restrictive covenants altogether for any person that is required to execute such agreement.

Your failure to obtain execution of any covenants required by this Section shall constitute a material event of default under this Agreement. You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced in this Section, and you acknowledge our right, to be exercised as we alone determine, to ourselves and enforce the terms of any such executed

Confidentiality and/or Non-Competition Agreements. If the substantive provisions of our Confidentiality and/or Non-Competition Agreements have been breached by an individual employed, engaged or otherwise serving your Franchised Business who has not executed a Confidentiality and/or Non-Competition Agreement in the form required herein, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

- 17.11 You and your owners may not solicit other franchisees, nor use available lists of franchisees, for any commercial or other purpose other than purposes directly related to the operations of the Food Truck.

18. TAXES, PERMITS, AND INDEBTEDNESS.

- 18.1 You will promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind you incur in the conduct of the Food Truck. You will pay us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.
- 18.2 In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law; however, in no event will you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the pertaining to the Food Truck Business or any improvements thereon.
- 18.3 You will comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or franchises necessary for the full and proper conduct of the Food Truck, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, health and sanitation permits and ratings, and (if applicable under local codes) fire clearances.
- 18.4 You will notify us in writing within five (5) days after you receive notice of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Food Truck.

19. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

- 19.1 It is understood and agreed by the parties to this Agreement that this Agreement does not create a fiduciary relationship between them, that you shall be an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. During the term of this Agreement and any extensions or renewals of this Agreement, you shall hold yourself out to the public as an independent contractor operating the Franchised

Business pursuant to a license from us and as an authorized user of the System and the Proprietary Marks which are owned by us. You agree to take such affirmative action as may be necessary to do so, including, without limitation, exhibiting to clients and others such notices of independent ownership as we may require from time to time, in a conspicuous place on the premises of the Franchised Business and on such forms, business cards, stationery and advertising and other materials as we may specify. We shall not have the power to hire, supervise or fire your employees, and except as expressly provided in this Agreement, we may not control your funds or expenditures thereof or in any other way exercise dominion or control over the Franchised Business. You further agree that any employee, agent or independent contractor that you hire will be your employee, agent or independent contractor, and not our employee, agent or independent contractor. You also agree that you are exclusively responsible for the terms and conditions of employment of your employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. You agree to manage the employment functions of your Food Truck Business in compliance with federal, state, and local employment laws.

- 19.2 It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we shall in no event assume liability for or be deemed liable under this Agreement as a result of any such action or by reason of any act or omission of you in your conduct of the Franchised Business or any claim or judgment arising therefrom against us.
- 19.3 Except as otherwise expressly authorized by this Agreement, neither party to this Agreement will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between you and us is other than that of Franchisor and Franchisee. We do not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised by this Agreement.
- 19.4 You agree that you will, at your sole cost, at all times defend and hold harmless us, any affiliate of ours, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (we and all others referenced above being the “**Franchisor Parties**”), and indemnify and hold harmless us and the Franchisor Parties to the fullest extent permitted by law, against all claims, losses, liabilities and costs (as denominated in the following paragraph) incurred in connection with any judicial, administrative or arbitration action or proceeding (including bankruptcy, insolvency, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of your

entry into this Agreement; your establishment, construction, ownership, opening and operation of your Food Truck and Franchised Business, including any other business operating within or in relation to the Food Truck (which other business, if any, shall be subsumed within this paragraph's references to the Food Truck) and further including (without limitation) any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of the franchised Food Truck or Business; crimes committed on or near any of the premises or facilities of your Food Truck or vehicles used by your Franchised Business; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Food Truck, whether or not any of the foregoing was approved by us; defects in any Food Truck you construct and/or operate, whether or not discoverable by you or by us; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you or the Franchised Business and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the Franchised Business and/or the Location (or any third party acting on your behalf or at your direction), whether in connection with the Franchised Business, the Location or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any delivery person or vehicle serving your Franchised Business; any claim, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement (including, without limitation, your unauthorized use of the Proprietary Marks, violation of any applicable laws, codes, rules or regulations or failure to comply with Privacy Laws); your violation of Privacy Laws; all liabilities arising from your offer, sale and/or delivery of programs, products and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities, equity interests or other ownership interests in you or the franchised Food Truck or Business; all activities, conduct and representations which you may engage in connected to any actual or attempted assignment or other transfer of any interest whatsoever in you or the franchised Food Truck or Business (or any entity which controls you or the franchised Food Truck or Franchised Business); and, any action by any customer of yours or visitor to your Food Truck or any other facility operated in conjunction with your Franchised Business (collectively, an **"Indemnification Claim"**). As used above, the phrase **"claims, losses, liabilities and costs"** includes all claims; causes of action; fines; penalties; liabilities; losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection

with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

- 19.5 Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Franchisor Parties' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).
- 19.6 You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three (3) days of your actual or constructive knowledge of it. At our election, you will also defend us and the other Franchisor Parties (including us) against the Indemnification Claim. If you or any of your affiliates and the Franchisor Parties (or any one of them) are named as co-defendants, and there is a conflict of interest between them such that they cannot be represented by common counsel, then the Franchisor Parties may retain separate counsel at your expense and you will promptly reimburse the Franchisor Parties for all costs and attorneys' fees incurred upon request and as they are incurred. We will have the right, at your cost, to control the defense of any Indemnification Claim (including the right to select its counsel or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Franchisor Parties and hold them harmless.
- 19.7 We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so. You will not settle or compromise any legal action in which any Indemnitee is a defendant without our prior written consent, which we may grant or withhold in our sole discretion. None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us). The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

20. APPROVALS AND WAIVERS.

- 20.1 Whenever this Agreement requires our prior approval or consent, you will make a timely written request to us therefore, and such approval or consent will be obtained in writing.
- 20.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent, or

suggestion to us in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.

- 20.3 No failure of us to exercise any power reserved to us in this Agreement, or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of our rights to demand exact compliance with any of the terms of this Agreement. Our waiver of any particular default will not affect or impair our right with respect to any subsequent default of the same or of a different nature; nor will our delay, forbearance, or omission to exercise any power or right arising out of your breach or default of any of the terms, provisions, or covenants of this Agreement affect or impair our rights; nor will such constitute our waiver of any rights hereunder or rights to declare any subsequent breach or default.

21. **NOTICES.**

Any notice, request or protest required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through “signature capture” or otherwise, of documenting delivery or attempted delivery of the notice, or by electronic mail with third party proof of delivery (including date and time); and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Manual a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to Us: VRAJ FRANCHISOR, LLC
14 Liberty Avenue
Jersey City, New Jersey 07306
Attention: Viral Patel

With a copy to: Kaufmann Gildin & Robbins LLP
767 Third Avenue, 30th Floor
New York, NY 10017
Attention: David J. Kaufmann, Esq.

Notices to You: _____

With a copy to: _____

Either party to this Agreement may, in writing, on ten days’ notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be

sent.

22. ENTIRE AGREEMENT.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. The preambles and exhibit(s) are part of this Agreement, which constitute the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this or any related agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties further acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties, which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain.

23. SEVERABILITY AND CONSTRUCTION.

- 23.1 Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term, and/or provision herein 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, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part of this Agreement.
- 23.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than FRANCHISEE, FRANCHISOR, FRANCHISOR's officers, directors, and employees, and such, any rights or remedies under or by reason of this Agreement.
- 23.3 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.
- 23.4 All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision hereof.

24. APPLICABLE LAW AND DISPUTE RESOLUTION.

24.1 Governing Law. This Agreement; all relations between us; and, any and all disputes between you and/or any other Franchisee Party, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement is not enforceable under the laws of New York and if your Franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section is not intended to invoke, and shall not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of New York which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

24.2 Venue. Any action or proceeding brought by us or you (and/or any of our or your respective affiliates, and their respective owners, members, officers, directors or managers) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment exclusively in a state or federal district court of competent jurisdiction situated in New Jersey. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. You (and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) hereby irrevocably submit themselves to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You (and each of your affiliates, and the owners, members, officers, directors or managers of each of the foregoing) agrees that any dispute as to the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Food Truck or Franchised Business location, we may bring such an action in any state or federal district court which has jurisdiction. You, on behalf of yourself and your affiliates, and the owners, members, officers, directors or managers of each of the foregoing, hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of “forum non conveniens”). The parties agree that this Section shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

24.3 [Reserved]

24.4 [Reserved]

24.5 **Injunctive Remedy for Breach.** Nothing in this Agreement shall bar our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

24.6 **Attorney Fees and Costs; Limitation on Actions.** (a) If legal action, including any motion to compel action on appeal, is necessary to enforce the terms and conditions of this Agreement or for violation of this Agreement, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation and court costs or both and reasonable attorney fees, as fixed by a court of competent jurisdiction. (b) Any and all legal actions or proceedings brought by you against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which you knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

24.7 **WAIVER OF CERTAIN LEGAL RIGHTS:**

24.7.1 BOTH WE AND YOU WAIVE AND AGREE NOT TO INCLUDE IN ANY PLEADING OR DEMAND: CLASS ACTION CLAIMS (OR TO JOIN ANY CLASS ACTION CLAIMS); DEMAND FOR TRIAL BY JURY; CLAIMS FOR LOST PROFITS; OR CLAIMS FOR PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES.

24.7.2 IF ANY PLEADING OR DEMAND IS FILED THAT CONTAINS ANY OF THESE CLAIMS OR A JURY DEMAND, OR IF A COURT DETERMINES THAT ALL OR ANY PART OF THE WAIVERS ARE INEFFECTIVE, THEN THE PLEADING SHALL BE DISMISSED WITH PREJUDICE, LEAVING THE PLEADING PARTY TO ITS COURT REMEDY.

24.7.3 NO CLAIMS BY EITHER OF US CAN BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTY. IF SUCH CLAIMS CANNOT BE WAIVED BY LAW, THEN THE PARTIES AGREE THAT ANY RECOVERY WILL NOT EXCEED TWO TIMES

ACTUAL DAMAGES.

- 24.8** No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor will be, deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 24.9** Nothing herein contained will bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.
- 24.10** You will pay us all damages, costs, and expenses, including attorneys' fees, we incur in enforcing any provision of this Agreement, including without limitation the obtaining of injunctive relief.

25. ENFORCEMENT.

- 25.1** If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions of this Agreement, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement, or any specification, standard or operating procedure prescribed by us, any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Such modifications to this Agreement shall be effective only in such jurisdiction, unless we elect to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.
- 25.2** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice of such waiver or reduction to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request for such approval or consent, and such approval or consent shall be obtained in writing. If, for any reason or no reason, we deny approval or consent, and you seek legal redress for such denial, the only relief to which you will be entitled is to acquire our approval or consent. You are not entitled to any other relief or damages for our denial of approval or

consent for any reason or no reason.

- 25.3** We make no warranties or guarantees, and assume no liability or obligation to you, by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefore. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us, and maybe revoked, at our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice.
- 25.4** We and you shall not be deemed to have waived or impaired: any right, power or option reserved by this Agreement (including, without limitation the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms in this Agreement; any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard, or operating procedure; and waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Eggmania Food Trucks; or our acceptance of any payments due from you after breach of this Agreement.
- 25.5 Unavoidable Delay or Failure to Perform (Force Majeure).** Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control - including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; lockouts; and any other similar event beyond such party's control) will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

- 25.6 Attorneys' Fees – Third Party Actions.** If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your officers, directors, shareholders, management, employees, contractors and/or representatives (the "Franchisee Party(ies)") your Food Truck and/or your Franchised Business by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor;

or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you file.

26. YOUR REPRESENTATIONS, WARRANTIES AND COVENANTS.

26.1 Your Investigation of this Franchise.

- 26.1.1 You acknowledge having received our Franchise Disclosure Document at least 14 calendar days before you executed this Agreement or paid any consideration to us or an affiliate. You further acknowledge that you have read this Agreement (including all Exhibits) and our Franchise Disclosure Document and that you understand the terms of this Agreement (including all Exhibits) and accept them as being reasonably necessary for us to maintain the uniformity of Eggmania franchises and to protect the goodwill of the Proprietary Marks and the integrity of the System.
- 26.1.2 You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information. For the purpose of this Agreement, "financial performance information" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or projected sales, expenses and/or profits of franchised or non-franchised Eggmania Food Trucks.
- 26.1.3 You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement.
- 26.1.4 Whenever we have expressly reserved in this Agreement, or are deemed to have, a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, then except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our business judgment of what is in our best interests, including, without limitation, our judgment of what is in the best interests of our franchise network and the long-term interests of the System overall, at the time our decision is made or our right or discretion is exercised, without regard to whether: (a) other reasonable alternative decisions or actions could have been made by us; (b) our decision or the action we take promotes our

financial or other individual interest; (c) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

26.1.5 You understand that we do not represent that you will have the ability to procure any required license, permit, certificate or other governmental authorization that may be necessary or required for you to carry out the activities contemplated by this Agreement.

26.2 If you are a corporation, partnership, limited liability company or other legal entity:

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

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

26.2.3 Your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of Eggmania Food Trucks. You warrant and represent that neither you nor any of your owners own, operate or have any financial or beneficial interest in any business that is the same as or substantially similar to an Eggmania Food Truck;

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

- 26.2.5 You will provide to us, at our request, copies of your articles of incorporation and bylaws or, as applicable, your written partnership or limited liability company agreement, other governing documents, any amendments to them, resolutions authorizing your entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of your stock or other ownership interests and any other documents that we may reasonably request;
- 26.2.6 Your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;
- 26.2.7 **Schedule “B”** hereto accurately and completely describes all of your owners and their ownership interests in you as of the Effective Date. You agree to sign and deliver to us a revised **Schedule “B”** to reflect any permitted changes in the information **Schedule “B”** now contains (no ownership changes may be made without our prior written approval);
- 26.2.8 Each of your owners during the term of this Agreement will sign and deliver to us our standard form of Owners’ Guaranty, undertaking to be bound, jointly and severally, by all provisions of this Agreement. A copy of our current form of Owners’ Guaranty is attached as **Exhibit “5”** to this Agreement; and
- 26.2.9 You must, subject to our approval, designate at least one of your owners as your **“Operating Principal.”** The Operating Principal must maintain direct or indirect ownership interest of not less than 5% of the Franchised Business and must have full authority to bind you with respect to all operational decisions with respect to your Franchised Business. If you are an individual, you will perform all obligations of the Operating Principal. The Operating Principal must devote best efforts to the development and operation of the Franchised Business, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments (except other Eggmania franchises operated under valid agreements with us) or otherwise may conflict with your obligations under this Agreement. If, at any time, your Operating Principal cannot fulfill its responsibilities under this Agreement, you must appoint a qualified replacement from among your owners, subject to our approval, to serve as the replacement Operating Principal. The Operating Principal must at all times be on-site or on-call to oversee the operations of the Franchised Business and meet our initial and ongoing requirements for serving as an Operating Principal.

26.3 Legal Compliance. In addition to complying with your obligations under this Agreement, you agree to comply with all applicable federal, state and local laws, rules, regulations,

ordinances and orders. Such laws, rules, regulations, ordinances and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is your sole responsibility to apprise yourself of the existence and requirements of all such laws, rules, regulations, ordinances and orders, and to adhere to them at all times during the term of this Agreement.

26.4 Anti-Terrorism Activities. You certify that neither you nor any of your owners, employees or anyone associated with you is listed in connection with any Anti-Terrorism Law (as defined below) and you agree not to hire or have any dealings with a person so listed. You further certify that you have no knowledge or information that, if generally known, would result in you, your owners, employees, or anyone associated with you being so listed. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws and, in connection with such compliance, you represent and warrant that none of your property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that you and your owners are not otherwise in violation of any of the Anti-Terrorism Laws. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your owners or employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or one of our affiliates. For purposes of this Agreement, “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

26.5 Continuing Obligations. You and your Owners make the foregoing representations, warranties and covenants understanding that such representations, warranties and covenants are continuing obligations. You agree to cooperate with us to verify you and your owners’ continuing compliance with such representations, warranties and covenants. Any failure to comply with these representations, warranties and covenants will constitute a material event of default under this Agreement.

27. RELEASE OF PRIOR CLAIMS.

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges us and our officers, directors, employees, agents and servants, including our subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

28. NO ORAL MODIFICATION

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

29. SUBMISSION OF AGREEMENT

Our tendering this Agreement to you merely as an exhibit to our Franchise Disclosure Document (and not to you individually) does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both us and you. The date that we execute this Agreement, referred to in this Agreement as the “Effective Date”, will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS.

YOU ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written (regardless of the actual date of signature).

FRANCHISOR:

VRAJ FRANCHISOR, LLC

Witness

By:
Its:

Witness

FRANCHISEE:

Business entity name (if applicable): _____

Witness

By: _____
Print Name: _____
Title: _____

Witness

Address: _____

[Signature Page to VRAJ FRANCHISOR, LLC Food Truck Franchise Agreement]

STATE ADDENDA TO FOOD TRUCK FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

1. Section 26.1 ("Your Investigation of this Franchise") does not apply to franchises in California.

2. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

ILLINOIS ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Illinois law governs the Food Truck Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Illinois Addendum to Food Truck Franchise Agreement]

INDIANA ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

1. The laws of the State of Indiana supersede any provisions of the Food Truck Franchise Agreement or New York law if such provisions are in conflict with Indiana law. The Food Truck Franchise Agreement will be governed by Indiana law, rather than New York law, as stated in Section 24 of the Food Truck Franchise Agreement (regarding "Governing Law").
2. Venue for litigation will not be limited to New Jersey, as specified in Section 24.2 of the Food Truck Franchise Agreement ("Venue").
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, will supersede the provisions of Section 15 of the Food Truck Franchise Agreement ("Default and Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.
4. No release language set forth in the Food Truck Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. [reserved]
6. Section 17 of the Food Truck Franchise Agreement, in regard to the covenant not to compete, is revised to limit the geographical extent of the post-term covenant not to compete to Franchisee's protected territory for all franchises sold in the State of Indiana.
7. Section 24.5 of the Food Truck Franchise Agreement (regarding injunctive remedy for breach) will not apply to franchises offered and sold in the State of Indiana.
8. Section 24.7 of the Food Truck Franchise Agreement (regarding waiver of jury trial and punitive damages) is deleted from the Food Truck Franchise Agreement.
9. Notwithstanding the terms of Section 19 of the Food Truck Franchise Agreement ("Indemnification"), Franchisee will not be required to indemnify Franchisor and the other Indemnitees for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.
10. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____
Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Indiana Addendum to Food Truck Franchise Agreement]

MARYLAND ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Food Truck Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Notwithstanding anything to the contrary in the Food Truck Franchise Agreement, pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
2. Section 24.2 of the Food Truck Franchise Agreement (regarding venue for dispute resolution) requires venue to be limited to New Jersey. This provision is deleted from all Food Truck Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.
3. [reserved]
4. The following sentences are added at the end of the last paragraph of Section 1.4 of the Food Truck Franchise Agreement (regarding rights reserved by the Franchisor):

"The waivers and releases in this paragraph are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The waivers and releases in this paragraph will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."
5. The following language is added to the last sentence of Section 22 of the Food Truck Franchise Agreement ("Entire Agreement"): "provided, however, that the previous language is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
6. The following sentence is added at the end of Section 28 of the Food Truck Franchise Agreement ("No Oral Modification"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Maryland Addendum to Food Truck Franchise Agreement]

MINNESOTA ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

1. The following language will appear at the end of Section 24.2 of the Food Truck Franchise Agreement ("Venue"):

"Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

2. No release language set forth in the Food Truck Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
3. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Food Truck Franchise Agreement.
4. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
5. Section 24.5 of the Food Truck Franchise Agreement ("Injunctive Remedy for Breach") is supplemented with the following:

"You agree that if you engage in non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

6. Any claims arising under Minnesota Statutes, Chapter 80C must be brought within three years after the cause of action accrues.
7. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Minnesota Addendum to Food Truck Franchise Agreement]

NEW YORK ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Food Truck Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. The last sentence of Section 8.5 of the Food Truck Franchise Agreement ("Confidential Operations Manual") is amended to read as follows:

"The Manual and any additions, deletions, revisions or supplements to the Manual are material in that they will affect the operation of the franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement or place an excessive economic burden on your operations."

2. The sections of the Food Truck Franchise Agreement requiring the Franchisee to provide a general release to the Franchisor in certain circumstances, are each amended to include the following language immediately following the requirement that Franchisee execute a general release:

"Provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied."

3. Section 24.5 of the Food Truck Franchise Agreement ("Injunctive Remedy for Breach") is supplemented as follows:

"You agree that if you engage in this non-compliance, or unauthorized and/or improper use of the System or Proprietary Marks, during or after the period of this Agreement, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the seeking of these temporary and permanent injunctions."

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – New York Addendum to Food Truck Franchise Agreement]

RHODE ISLAND ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

1. Any provision in the Food Truck Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Food Truck Franchise Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a Food Truck 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."
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By:_____

Name: _____

Title: _____

VIRGINIA ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

WASHINGTON ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT, ACKNOWLEDGMENT AND RELATED MATERIALS

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

1. If any of the provisions in the franchise disclosure document or Food Truck Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and Food Truck Franchise Agreement with regard to any franchise sold in Washington.
2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Food Truck Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
3. A release or waiver of rights executed by a Franchisee will not include rights under the Washington Franchise Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Food Truck Franchise 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
4. The state of Washington has a statute, RCW 19.100.180 which may supersede the Food Truck 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 Food Truck Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.
5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
6. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.
7. [intentionally omitted]
8. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Food Truck Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
9. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring

any employee of the franchisor. As a result, any such provisions contained in the Food Truck Franchise Agreement or elsewhere are void and unenforceable in Washington.

10. The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.
11. Section 5.5 of the Food Truck Franchise Agreement is removed from the Food Truck Franchise Agreement and replaced with “[Intentionally omitted]” with respect to Washington franchisees..
12. The following language from Section 10.1 of the Food Truck Franchise Agreement does not apply to Washington franchisees: “You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your Franchised Business’s prices.”
13. All sentences of Section 14.2.12 of the Food Truck Franchise Agreement, except for the first sentence, are removed from the Food Truck Franchise Agreement (i.e., all sentences concerning the “Total Sales Price” of a franchisee’s sale, assignment or transfer) with respect to Washington franchisees.
14. The following clause is removed from Section 15.10 of the Food Truck Franchise Agreement: “and you shall never contend or complain otherwise.”
15. The following is added at the end of Section 19.5 of the Food Truck Franchise Agreement: “Notwithstanding anything to the contrary herein, indemnification by the Franchisee does not apply to any claims arising under the State of Washington’s Franchise Investment Protection Act, chapter 19.100 RCW.”
16. The claims limitation provision in Section 24.6 of the Food Truck Franchise Agreement does not apply to Washington franchisees.
17. The following statements are removed from Section 26.1.2 of the Food Truck Franchise Agreement:

“You specifically acknowledge that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any financial performance information.”
18. The following portions of the Food Truck Franchise Agreement are removed with respect to Washington franchisees:
 - i. In Section 26.1.4, the sentence which commences with the words “If applicable law implies a covenant of good faith and fair dealing...”
19. Section 27 of the Food Truck Franchise Agreement (“Release of Prior Claims”) does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules promulgated thereunder.
20. The following statement within Section 29 of the Food Truck Franchise Agreement (“Submission of Agreement”) is removed with respect to Washington franchisees: “[o]ur tendering this Agreement to you does not constitute an offer.”

21. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page follows]

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By: _____

Name: _____

Title: _____

[signature page – Washington Addendum to Food Truck Franchise Agreement]

WISCONSIN ADDENDUM TO FOOD TRUCK FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Food Truck Franchise Agreement, the following provisions will supersede and apply:

1. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 will apply to and govern the provisions of the Food Truck Franchise Agreement.
2. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, will supersede the requirements of Section 15 of the Food Truck Franchise Agreement ("Default and Termination") to the extent they may be inconsistent with the Act's requirements.
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated: _____

FRANCHISEE:

If an entity:

(Name of Entity)

By: _____

Its _____
(Title)

(Print Name)

If one or more individuals:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

VRAJ FRANCHISOR LLC

By:_____

Name: _____

Title: _____

SCHEDULE "A" TO THE FOOD TRUCK FRANCHISE AGREEMENT

APPROVED AREA OF OPERATION;

PROTECTED TERRITORY

Section A: Approved Area of Operation

The geographic area of the Area of Operation referred to in Section 1.2 of the Agreement is as follows:

If a map is attached, check here: _____

Franchisee acknowledges that Franchisor's approval of the Area of Operation is not a guarantee, recommendation or endorsement of the Area of Operation, and that the success of the Food Truck to be operated in the Area of Operation is dependent upon Franchisee's abilities as an independent business person. If this Schedule "A" is not completed at execution of the Food Truck Franchise Agreement, then no approved Area of Operation has yet been obtained and this Schedule "A" will be completed at a later date or if not completed, the Franchisor's written approval of the actual Area of Operation shall be deemed to replace Section A of this Schedule.

Section B: Protected Territory

The Protected Territory referred to in Section 1.3 of the Agreement is as follows:

If a map is attached, check here: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISOR:

VRAJ FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE "B" TO THE FOOD TRUCK FRANCHISE AGREEMENT

FRANCHISEE IDENTIFICATION AND OWNERSHIP

Effective Date: This Statement of Ownership Interests is current and complete

as of _____, 20____

1. **Form of Owner.** My official name is _____. I am a (check one):

General Partnership ☐

Corporation ☐

Limited Partnership ☐

Limited Liability Company ☐

Other ☐

Specify: _____

2. **Business Entity.** I was incorporated or formed on _____, under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company, or partnership name and the name(s) _____. The following is a list of all persons who have management rights and powers (e.g., officers, directors, managers, partners, etc.) and their positions, as of the Effective Date shown above:

Name of Person	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners.** The following list includes the full name and mailing address of each person who is one my owners (as defined in the Food Truck Franchise Agreement), including all shareholders, partners, members, or other investors owning or holding a direct or indirect interest in me, and fully describes the nature of each person's interest (attach additional sheets if necessary):

Owner's Name and Address	Nature of Interest	% of Ownership Interest in Franchisee

4. **Operating Principal.** My Operating Principal is:_____ (must be one of the individuals listed in paragraph 3 above). I understand that I may not change the Operating Principal without Franchisor's prior written approval.
5. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

FRANCHISEE:

[Name of business entity, if applicable]

By:_____

Name:_____

Title:_____

**EXHIBIT “1” TO THE FOOD TRUCK FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT
(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)**

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT
(ELECTRONIC FUNDS TRANSFER/DIRECT DEBITS)

The undersigned depositor, ("Depositor") authorizes VRAJ FRANCHISOR, LLC ("Franchisor") to request debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit the account according to Franchisor's instructions.

_____	_____
Depository	Branch

Street Address, City, State, Zip Code

_____	_____
Bank Transit/ABA Routing Number	Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository will give Franchisor and Depositor 30 days prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor's account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty 45 days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount of it to the account.

These rights are in addition to any rights Depositor may have under federal and state banking laws.

_____	_____
Depositor	Depository

By: _____	By: _____
-----------	-----------

_____	_____
Title	Title

_____	_____
Date	Date

EXHIBIT "2" TO THE FOOD TRUCK FRANCHISE AGREEMENT

OPTION TO ASSUME LEASE

OPTION TO ASSUME LEASE

1. If _____ (“Tenant”) defaults under the Lease dated _____ (“Lease”) by and between _____ (“Landlord”) and Tenant for the premises located at _____ (“Premises”), or if VRAJ FRANCHISOR LLC (“Franchisor”) terminates Tenant’s food truck franchise agreement which underlies the operation of an Eggmania food truck on the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to the terms of this Option which supplements and forms a part of the Lease.

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

3. Franchisor may, within 30 days from receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or sending of notice to Landlord that Franchisor has terminated Tenant’s franchise agreement underlying the operation of an Eggmani food truck on the Premises, notify Landlord of Franchisor’s decision to assume the Lease (including any applicable renewal options). If Franchisor exercises its right to assume the Lease by sending Landlord the required notice, immediately upon Franchisor’s receipt of possession of the Premises, Franchisor will cure all of Tenant’s monetary defaults under the Lease, begin curing all of Tenant’s non-monetary defaults under the Lease, and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant’s rights and obligations under the Lease, subject to (i) Franchisor’s right, without the need to obtain Landlord’s consent, to sublet the Premises or assign the Lease to an approved franchisee, licensee, joint venture partner, or other designee of Franchisor, and (ii) Franchisor not being subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Eggmania food truck is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, licensee, joint venture partner, or other designee, provided however, that such period of closure will not exceed 90 days in each instance and provided further that Franchisor continues to pay rent during such period of closure pursuant to the terms of the Lease; and (iii) Franchisor’s right, if it takes ownership of the Eggmania food truck and then subleases the food truck to a franchisee, licensee, joint venture partner, or other designee as provided above, to retain all consideration payable under such sublease.

4. If Franchisor exercises its right to assume the Lease, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten days of Franchisor’s written notice, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant’s defaults under the Lease, including interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises). Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which

shall constitute one and the same instrument. A facsimile or PDF or other electronic signature may be used for any purpose in lieu of an original signature.

5. The Lease may not be amended without the Franchisor's advance written consent.

6. The Franchisor may enter the premises of the Lease if the Eggmania food truck is located there, to enter or modify or move the food truck in order to protect the Eggmania system and bad or to cure any default by the Tenant with regard to the Tenant's franchise agreement with the Franchisor (provided that no changes may be made to the leased premises without Landlord's consent).

This Option is dated_____, 20____.

LANDLORD

By: _____

Its: _____

Address _____

Phone _____

TENANT

By: _____

Its:

By: _____, Individually

By: _____, Individually

By: _____, Individually

FRANCHISOR: VRAJ FRANCHISOR, LLC
(franchisor of Eggmania Food Trucks)

By: _____

Its:

**EXHIBIT “3” TO THE FOOD TRUCK FRANCHISE AGREEMENT
[RESERVED]**

EXHIBIT “4” TO THE FOOD TRUCK FRANCHISE AGREEMENT
NON-DISCLOSURE AND NON-COMPETE AGREEMENT

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

The undersigned, _____ (“Confidant”), in exchange for: (a) certain proprietary information and operational training provided by VRAJ FRANCHISOR, LLC (“**Franchisor**”) and (b) the grant of a franchise by Franchisor as stated below or (c) employment by one of the franchisees of Franchisor, agrees as follows:

RECITALS

WHEREAS, Franchisor licenses the use of a distinctive system (the “**System**”) for the development and operation of an Eggmania food truck utilizing the Eggmania system that operates under the trade name Eggmania (the “**Food Truck**” or the “**Eggmania Food Truck**”);

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin, including, but not limited to, the mark “Eggmania” and such other trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin (“**Marks**”), as Franchisor and/or its affiliates may develop in the future to identify for the public the source of services and the products marketed under such Marks and under the System;

WHEREAS, the Marks and System provide economic advantages to Franchisor, and the System is not generally known to, and is not readily ascertainable by proper means by, Franchisor’s competitors who could obtain economic value from knowledge and use of the System;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the System;

WHEREAS, Franchisor has granted franchisee _____ (the “**Franchisee**”) the right to operate a Food Truck using the Marks and the System for the period defined in a Franchise Agreement dated _____ (the “**Franchise Agreement**”), between Franchisor and Franchisee;

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the System;

WHEREAS, it will be necessary for certain employees, agents, independent contractors, officers, directors, managers and holders of ownership interests in Franchisee, or any entity having an interest in Franchisee of which Covenantor is one, to have access to and to use of the System in the management and operation of Franchisee's Eggmania Food Truck;

WHEREAS, Covenantor wishes to become a Franchisee, or remain or become employed by or associated with Franchisee;

WHEREAS, Covenantor wishes and needs to receive and use the System in the course of his or her employment or association in order to effectively perform his services and duties as or for Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the System constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the proprietary information and provide certain materials relating to the System. All capitalized terms not defined in this Agreement shall have the meaning given in the Franchise Agreement. All information and materials, including, without limitation, any manuals, drawings, specifications, techniques and compilations of data which Franchisor provides to Franchisee and/or Covenantor shall be deemed proprietary for the purposes of this Agreement.

2. Covenantor shall be granted access to the System in confidence and shall, at all times, maintain same in confidence, and use same only in the course of his/her employment by or association with Franchisee and then only in connection with the development and/or operation by Franchisee of a Food Truck using the System for so long as Franchisee is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations relating to the System without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the information and materials relating to the System except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a Food Truck using the System.

5. Covenantor shall surrender any material relating to the System to the Franchisee or Franchisor, upon request, or upon termination of employment by or association with Franchisee, or upon conclusion of the use for which such information or material may have been furnished to

Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

7. All Manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and distinctive qualities, confidentiality and value of the System, and in consideration for being granted access to and use of the System, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or customer of the Franchisee's Food Truck to any competitor.

b. Not to employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by Franchisor, or any of its affiliates, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person if permitted under the Franchise Agreement.

c. Except with respect to the Food Truck described in the Franchise Agreement and other Food Truck or Eggmania restaurant operated under valid franchise agreements between Franchisee and its affiliates and Franchisor or its affiliates, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership, limited liability company or corporation, without the prior written consent of Franchisor, have any interest as an owner, partner, director, officer, employee, manager, consultant, shareholder, representative, agent or otherwise in any business competitive with the services then offered by Franchisor or receive any financial benefit or other benefit from, or assist in any way, with any business that is in any way competitive with any of the services then offered by Franchisor.

2. In further consideration for being granted access to and use of the System, Covenantor agrees and covenants that for two years following the earlier of the expiration, non-renewal, termination or transfer of all of Franchisee's interest in the Franchise Agreement or the termination of his/her employment by or association with Franchisee, for whatever reason, Covenantor will not without the prior written consent of Franchisor:

a. Divert, or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Food Truck to any competitor.

b. Employ, or seek to employ, any person who is at the time (or has been within the preceding 12 months) employed by Franchisor, or any of its affiliates, or any franchisee or developer of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Starting on the effective date of the expiration, termination, non-renewal or transfer, Covenantor will not directly or indirectly have any interests for itself as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent, or through, on behalf of, or in conjunction with any person or legal entity or immediate family members (e.g., spouse or children), be in any business involved, in whole or in part, which is the same as, similar to or competitive with an Eggmania Food Truck and which is, or is intended to be, located within a radius of ten (10) miles of Franchisee's Eggmania or its Protected Territory or of the Protected Territory of any other Eggmania Food Truck. The above restrictions do not apply to: (a) owning or operating other Eggmania Food Trucks under franchise agreements with Franchisor or (b) owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities.

3. Neither you nor any Principal will at any time: (a) appropriate or use the trade secrets or any portion of the trade secrets incorporated within the System, in any business which is not within the System; (b) disclose or reveal any portion of the System to any person, other than to your Franchised Business's employees as part of their training; (c) acquire any right to use any name, mark or other intellectual property right which is or may be granted by this Agreement, except in connection with the operation of the franchised business or (d) communicate, divulge or use for the benefit of any other person or entity any confidential information, knowledge or know-how concerning the methods of development or operation of a business or system by utilizing the Eggmania System, communicated by us in connection with the Franchised Business.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE COURTS OF NEW JERSEY AND THE FEDERAL DISTRICT COURT THEREIN. COVENANTOR HEREBY WAIVES ALL QUESTIONS

OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM OR HER IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE LAWS OF SAID STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE A COURT OF COMPETENT JURISDICTION IN NEW JERSEY; HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

VRAJ FRANCHISOR, LLC
14 Liberty Avenue
Jersey City, New Jersey 07306
Attention: Viral Patel

With copy to:

Kaufmann Gildin & Robbins LLP
767 Third Avenue, 30th Floor
New York, NY 10019
Attention: David J. Kaufmann, Esq.

If directed to Franchisee, the notice shall be addressed to:

Attention: _____

If directed to Covenantor, the notice shall be addressed to:

Attention: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by telex or facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given the earlier of actual receipt or three business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving 15 days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturdays Sundays and national holidays on which federally chartered banks are authorized to close.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

COVENANTOR:

By:_____

Name:_____

Title:_____

ACKNOWLEDGED:

FRANCHISOR:

VRAJ FRANCHISOR, LLC

By:_____

Name: _____

Title: _____

FRANCHISEE:

By:_____

Name: _____

Title: _____

[signature page – Non-Disclosure and Non-Compete Agreement]

EXHIBIT “5” TO THE FOOD TRUCK FRANCHISE AGREEMENT

GUARANTY

OWNERS' GUARANTY

This Owners' Guaranty (the "**Guaranty**") is given this _____ day of 20__, by the undersigned in connection with the Food Truck Franchise Agreement dated _____, 20__ between VRAJ FRANCHISOR, LLC ("**Franchisor**") and _____ ("**Franchisee**").

In consideration of, and as an inducement to, the execution of the Food Truck Franchise Agreement by Franchisor, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, a "**Guarantor**" and collectively, the "**Guarantors**") hereby personally and unconditionally guarantee to Franchisor and its successors and assigns, that Franchisee will punctually perform its obligations and pay all amounts due under the Food Truck Franchise Agreement, including (without limitation), amounts due for initial franchise fees, royalties, advertising fund contributions and purchases of equipment, materials, and supplies.

Each Guarantor has read the terms and conditions of the Food Truck Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of the owners in the Food Truck Franchise Agreement are in partial consideration for, and a condition to, the granting of a franchise in the Food Truck Franchise Agreement, and that Franchisor would not have granted such rights without the execution of this Guaranty and such undertakings by each Guarantor.

Each Guarantor waives:

- (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and
- (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- (iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and
- (vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

- (i) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and
- (ii) he or she will render any payment or performance required under the Food Truck Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; and

- (iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
- (iv) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Food Truck Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Food Truck Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Food Truck Franchise Agreement; and
- (v) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor individually, jointly and severally, also makes all of the covenants, representations, warranties and agreements of your owners set forth in the Food Truck Franchise Agreement and is obligated to perform thereunder, which include, among other things, the WAIVERS OF JURY TRIAL RIGHTS AND PUNITIVE DAMAGES.

Additionally, with respect to the individual designated as the Operating Principal, the Operating Principal acknowledges that the undertakings by Operating Principal under this Guaranty are made and given in partial consideration of, and as a condition to, Franchisor's grant of franchise rights as described herein; Operating Principal individually, jointly and severally, makes all of the covenants, representations and agreements of Franchisee and Operating Principal set forth in the Food Truck Franchise Agreement and is obligated to perform hereunder.

If Franchisor is required to enforce this Guaranty in an administrative, judicial or other proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or other proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by it.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Food Truck Franchise Agreement was executed.

GUARANTORS

Name*: _____
Date of signature: _____

Name*: _____
Date of signature: _____

Name*: _____
Date of signature: _____

* Denotes individual who is Franchisee's Operating Principal.

STATE OF _____)
_____) ss.

County of _____)

The foregoing instrument was acknowledged before me this _____
_____ day of _____,
20____, by _____.

My Commission Expires: _____

Notary Public

**EXHIBIT “6” TO THE FOOD TRUCK FRANCHISE AGREEMENT
FRANCHISOR’S CURRENT FORM OF SOFTWARE LICENSE AGREEMENT**

SOFTWARE LICENSE AGREEMENT

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SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____, 20____, between VRAJ FRANCHISOR LLC a New Jersey corporation with its principal office at 14 Liberty Avenue, Liberty City, NJ 07306 ("Licensor") and _____, whose principal address is _____ ("Licensee").

1. GRANT OF LICENSE

1.01 Grant of License

Licensor grants to Licensee a nontransferable, nonexclusive single-site license for the use of those computer programs, system documentation manuals and other materials (hereinafter collectively referred to as "Eggmania Software" or the "Software") supplied by Licensor to Licensee during the term of this Agreement.

1.02 Revisions, Additions and Deletions

Licensor may, from time to time, revise the Eggmania Software or any part of the Software. In doing so, Licensor incurs no obligation to furnish these revisions to Licensee. Licensor reserves the right to add and/or delete, at its sole option, computer programs and/or features to the Eggmania Software. If Licensor furnishes Licensee with revisions or additions to the Eggmania Software, Licensor specifically reserves the right to charge Licensee for them at the prices and on the terms that Licensor determines at its sole option, including, without limitation, any costs associated with installation of computer hardware, equipment, connections, data systems, software, etc. Any updates, replacements, revisions, enhancements, additions or conversions to the Eggmania Software furnished by Licensor to Licensee will become part of the "Software" under this Agreement and subject to this Agreement.

1.03 Rights of Licensor

Licensee recognizes that Licensor is supplying the Eggmania Software and all additional materials and information, including but not limited to all processes, ideas, data and printed material, to Licensee subject to Licensor's proprietary rights. Licensee agrees with Licensor that the Eggmania Software and all information and/or data supplied by Licensor in any form, including but not limited to machine-readable and/or printed form, are trade secrets of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions, are protected by civil and criminal law, and by the law of copyright, are very valuable to Licensor, and that their use and disclosure must be carefully and continuously controlled. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software as confidential in accordance with the confidentiality requirements and conditions set forth in this Agreement. Licensor is not obligated to provide and Licensee acquires no right of any kind under this Agreement with respect to any source code for the Software.

1.04 Title

Licensor retains title to the Eggmania Software, the system documentation manuals, any additional materials and information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form). Licensee agrees to keep every item to which Licensor retains title free and clear of all claims, liens and encumbrances except those of Licensor. Any act of Licensee, voluntary or involuntary, purporting to create a claim, lien or encumbrance on such an item will be void.

1.05 No Other Rights Granted

Apart from the license rights specifically enumerated in this Agreement, this Agreement does not include a grant to Licensee of any ownership right, title or interest, nor any security interest or other interest, in any Intellectual Property Rights (as defined in the following sentence) relating to the Software or any part of the Software. "Intellectual Property Rights" means any and all rights to exclude under patent law, copyright law, moral rights law, trade-secret law, semiconductor chip protection law, trademark law, unfair competition law or other similar rights.

2. TERM

2.01 Term

This License Agreement is effective from the date of execution by Licensor and will remain in full force so long as Licensee remains a Franchisee in good standing under to the Eggmania Franchise Agreement entered into between VRAJ FRANCHISOR LLC and Licensee, dated _____ (the "Franchise Agreement"). The Franchise Agreement is incorporated into this Agreement as though set forth in full.

3. RESTRICTIONS ON LICENSEE

3.01 Single-Site Use

The Eggmania Software and other materials provided under this Agreement may be used only on a single central processing unit (referred to as the "CPU") and its associated networked peripheral units at or with respect to the same site. "Use" of a program will consist either of copying any portion of the program from storage of units or media into the CPU, or the processing of data with the program, or both. Licensee agrees to keep all programs, documentation and materials in any form (including but not limited to object, machine-readable and/or printed form) supplied under this license in a secure place, under access and use restrictions satisfactory to Licensor, and not less strict than those applied to Licensee's most valuable and sensitive programs. In the event that the CPU becomes inoperable, Licensee shall have the right to temporarily move the Software to a back-up system at or with respect to the same site, for a reasonable period of time, while the CPU is inoperable. Licensee shall provide Licensor with written notice within five (5) days of any such movement.

Licensee shall be exclusively responsible for the supervision, management and control of its use of the Software and the operating environment, including, but not limited to: (i) assuring proper audit controls and operating methods; (ii) establishing adequate back-up plans in the event of a Software or hardware malfunction, including restart and recovery procedures; (iii) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output; and (iv) maintaining the proper operating environment for the Software.

3.02 Copies

Licensee agrees that while this license is in effect, or while Licensee has custody or possession of any property of Licensor, and except as provided in the following paragraph, Licensee will not (a) copy or duplicate, or permit anyone else to copy or duplicate, any physical or magnetic version of the Eggmania Software or other information furnished by Licensor in any form (including but not limited to object, machine-readable and/or printed form), or (b) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part of them from the object program or from any other information made available under this license or otherwise (whether oral, written, tangible or intangible).

Notwithstanding the foregoing, any Eggmania Software or additional material which is provided by Licensor in any form (including but not limited to object, machine-readable and/or printed form) may be copied, in whole or in part, solely for the use of Licensee at Licensee's address stated above, for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material, provided, however, that no more than three printed copies and three object or machine-readable copies will be in existence under this license at any one time without prior written consent from Licensor. The original, and any copies, in whole or in part, of Eggmania Software and/or additional materials supplied to Licensee by Licensor, which are made under this Agreement, will be the property of Licensor for all purposes.

Licensee agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon Licensor's request. Licensee further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software

Licensee agrees to keep any copies and the original at Licensee's address stated above, except that the Licensee may transport or transmit a copy or the original of any licensed program to another location for back-up

use when required by CPU malfunction, provided that, when the malfunction is corrected, the copy or the original is destroyed or returned to Licensee's above address.

Licensee agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

3.03 No Reverse Engineering or Modification

Licensee agrees that while this license is in effect, or while Licensor has custody or possession of any property of Licensor, Licensee will not modify, translate, enhance, merge, reverse engineer, reverse assemble, disassemble, or decompile the Software or any portion of the Software, derive the source code or the underlying ideas, algorithms, structure or organization form of the Software or any portion thereof or otherwise reduce the Software or any portion of the Software to human-readable form. Licensee may not, and may not attempt to, defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Software including, without limitation, any such mechanism used to restrict or control the functionality of the Software.

3.04 Transfer of Software

If Licensee transfers possession of any copy, modification, translation or merged portion of the Eggmania Software to another party, the attempt at transfer is void and this license is automatically terminated.

4. PROTECTION AND SECURITY

4.01 Non-Disclosure

Licensee agrees not to disclose, publish, display, translate, release, transfer or otherwise make available the Eggmania Software, any part of the Software or any other materials furnished by Licensor in any form (or any copy of any of the foregoing) to any person, without the written consent of Licensor, which may be withheld with or without cause. Licensee agrees that it will take all necessary action including, but not necessarily limited to, instructing and entering into agreements with all of Licensee's employees, agents, representatives, affiliates, subsidiaries, and/or other third persons/entities associated with Licensee to protect the copyright and trade secrets of Licensor in and to those materials licensed under this Agreement and to assure Licensee's compliance with its obligations under this Agreement. Licensee shall use its best efforts to assist Licensor in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portions thereof. Without limitation of the foregoing, Licensee shall advise Licensor immediately in the event Licensee learns or has reason to believe that any person who Licensee has given access to the Software, or any portion thereof, has violated or intends to violate the terms of this Agreement. The provisions of this Section 4.01 will survive the termination of this Agreement. Licensee shall not rent, lease, loan, distribute, sell, sublicense or encumber the Software.

Licensee shall not create any derivative works from the Software. Licensee agrees that any derivative works created by Licensee from the Software, including, but not limited to, software or other electronic works, are considered derivative works under U.S. law and that use of the derivative work is subject to the terms and conditions of this License Agreement. Derivative works may not be sublicensed, sold, leased, rented, lent, or given away without written permission from Licensor. Licensor will not be responsible for unauthorized, modified and/or regenerated software or derivative works.

Licensee understands and agrees that Licensor may from time to time adopt whatever mechanical or other electronic methods that Licensor deems necessary (in its sole and exclusive judgment) to prevent the unauthorized use and/or distribution of the Eggmania Software.

4.02 Off-Site Communications Lines

Licensee may not permit the computer programs licensed under this Agreement to be transmitted over any off-site communications lines for any purpose.

5. UNAUTHORIZED ACTS

5.01 Unauthorized Acts

Licensee agrees to notify Licensor immediately of the unauthorized possession, use or knowledge of any item supplied through this license and of other information made available, to Licensee under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge. Licensee agrees to promptly furnish full details of the possession, use or knowledge to Licensor, to assist in preventing the recurrence of the possession, use or knowledge, and to cooperate with Licensor in any litigation against third parties deemed necessary by Licensor to protect its proprietary rights. Licensee's compliance with this paragraph will not be construed in any way as a waiver of Licensor's rights to recover damages or obtain other relief against Licensee for its negligent or intentional harm to Licensor's proprietary rights, or for breach of Licensor's contractual rights.

5.02 Export Law Assurances.

Licensee may not use or otherwise export or reexport the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or reexported: (i) into, or to a national or resident of, any U.S. embargoed country, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Table of Denial Orders or to whom export or reexport is prohibited by the United States Department of Treasury Office of Foreign Assets Control ("OFAC") or any other United States or foreign agency or authority. Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

6. INSPECTION

6.01 Inspection

To assist Licensor in the protection of its proprietary rights, Licensee agrees to permit representatives of Licensor to inspect, at all reasonable times, any location at which items supplied under this Agreement are being used or kept.

7. ASSIGNMENT OF LICENSE RIGHTS

7.01 Assignment by Licensor

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

7.02 Assignment by Licensee

With respect to Licensee's obligations under this Agreement, this License Agreement is personal, being entered into in reliance upon and in consideration of the singular personal skill and qualifications of Licensee, and the trust and confidentiality reposed in Licensee by Licensor. Therefore, neither Licensee's interest in this Agreement nor any of Licensee's rights or privileges under this Agreement, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without the prior written consent of Licensor. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the franchised business, made or accomplished in violation of the terms of this Article will be null and void and will constitute an incurable breach of this Agreement by Licensee, and, if this occurs, this Agreement will automatically terminate without further notice.

8. INJUNCTION

8.01 Injunction

Licensee acknowledges that the unauthorized use, modification, transfer or disclosure of the Software or copies thereof will (i) substantially diminish the value to Licensor of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render Licensor's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or if Licensee attempts to use, copy, modify, license, or convey the items supplied by Licensor under this Agreement, in a manner contrary to the terms of this Agreement, in competition with Licensor or in derogation of Licensor's proprietary rights (whether these rights are explicitly stated in this Agreement, determined by law or otherwise), then Licensor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without having to post bond or other security.

9. DEFAULT AND TERMINATION

9.01 Termination

If the Franchise Agreement is terminated by either party for any reason or expires, then upon the effective date of the termination or expiration of the Franchise Agreement, this Agreement will automatically terminate without notice to Licensee.

Licensor reserves the right to immediately terminate this License Agreement, at Licensor's sole and exclusive option, if Licensee breached any term of this Agreement or of the Franchise Agreement. This termination will be without prejudice to any right or claims Licensor may have and all rights granted under this Agreement will immediately revert to Licensor. If Licensor terminates this Agreement, Licensee agrees to return to Licensor all property of and/or materials supplied by Licensor immediately after the termination.

The termination or expiration of this Agreement or of the Franchise Agreement for any reason whatsoever will not relieve Licensee of its obligations of confidentiality, protection and security under this Agreement, or of the restriction on copying and use as provided in this Agreement, with respect to the Eggmania Software.

Upon termination or expiration of this Agreement or of the Franchise Agreement for any reason, Licensee agrees to immediately return to Licensor the Eggmania Software, including, without limitation, all computer software, disks, tapes and other magnetic storage media (and any future technological substitutions for any of them) in good condition, allowing for normal wear and tear.

9.02 Cross-Default

Any default or breach by Licensee (or any of its affiliates) of any other agreement between Licensor, or its parent or the subsidiary, affiliate or designee of either entity (collectively, Licensor's "Affiliates") and Licensee (or any of its affiliates) will be deemed a default under this Agreement, and any default or breach of this Agreement by Licensee (or any of its affiliates) will be deemed a default or breach under any and all other agreements between Licensor (or any of its Affiliates) and Licensee (or any of its affiliates). If the nature of such default under any other agreement would have permitted Licensor to terminate this Agreement if default had occurred under this Agreement, then Licensor (or its Affiliates) will have the right to terminate all the other agreements between Licensor (or its Affiliates) and Licensee (or any of its affiliates) in the same manner provided for in this Agreement for termination of this Agreement.

10. BINDING EFFECT

10.01 Binding Effect

Licensee agrees that this Agreement binds the named Licensee and each of its employees, agents, representatives and persons associated with it. This Agreement further binds each affiliated and subsidiary firm, corporation, or other organization and any person, firm, corporation or other organization with which the Licensee may enter a joint venture or other cooperative enterprise.

11. SECURITY INTEREST

11.01 Security Interest

Licensee hereby gives to Licensors a security interest in and to the Eggmania Software and other materials furnished under this Agreement as security for Licensee's performance of all its obligations under this Agreement, together with the right, without liability, to repossess the Eggmania Software and other materials licensed under this Agreement, with or without notice, in the event of default in any of Licensee's obligations under this Agreement.

12. WAIVER OR DELAY; INTEGRATION; AMENDMENT

12.01 Waiver or Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver by such party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Licensee under this Agreement shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

12.02 Integration

This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that, and that this Agreement is not to limit any rights that Licensors may have under trade secret, copyright, patent, or other laws that may be available to it. Licensee acknowledges that that the Agreement does not include any other prior or contemporaneous promises, representations, or descriptions regarding the Software, or that if any such promises, representations, or descriptions were made, Licensee is not relying on them. Notwithstanding the foregoing however, nothing in this Section is intended to disclaim the representations Licensors made in the Franchise Disclosure Document that it provided to Licensee.

12.03 Amendment

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties hereto.

13. DISCLAIMER

13.01 DISCLAIMER

LICENSOR WARRANTS AND REPRESENTS THAT IT HAS THE AUTHORITY TO EXTEND THE RIGHTS GRANTED TO LICENSEE IN THIS AGREEMENT. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND LICENSOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE (WHETHER OR NOT LICENSOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE); WARRANTIES OF QUALITY OR PRODUCTIVENESS, CAPACITY, ACCURACY OR SYSTEM INTEGRATION; IMPLIED WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND, WARRANTIES AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE LICENSED INFORMATION OR LICENSED INFORMATIONAL RIGHTS. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE LICENSED SOFTWARE AND OTHER INFORMATION MADE AVAILABLE HEREUNDER BY LICENSOR ARE MADE AVAILABLE ON AN "AS-IS" BASIS AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. LICENSOR WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT, OR OTHERWISE) TO LICENSEE, THIRD PARTIES, OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER LICENSEE, FOR ANY DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE

DAMAGES, LOST DATA, DOWNTIME COSTS, LOST PROFITS AND/OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH ANY USE, OR INABILITY TO USE, ANY OF THE LICENSED SOFTWARE, MATERIALS OR INFORMATION FURNISHED, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, BUSINESS INTERRUPTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER CAUSED BY DEFECT, NEGLIGENCE, BREACH OF WARRANTY, DELAY IN DELIVERY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EXPENSES. FURTHER, NO OBLIGATION OR LIABILITY WILL ARISE OR FLOW OUT OF LICENSOR'S RENDERING OF TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE SOFTWARE OR ANY EQUIPMENT USED WITH THE SOFTWARE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR MEET ANY SPECIFIC REQUIREMENTS, THAT THE SOFTWARE WILL BE FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN. NO USE OF THE PRODUCT IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER; PROVIDED, HOWEVER, THAT SOME STATES OR JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY AND SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT THIS DISCLAIMER MAY NOT APPLY TO LICENSEE. TO THE EXTENT THAT LICENSOR MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

14. LIMITATION OF LIABILITY

14.01 LIMITATION OF LIABILITY

LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF THE LEGAL THEORY, WILL NOT EXCEED THE COST OF REPLACEMENT OF THE SOFTWARE LICENSED UNDER THIS AGREEMENT. THIS WILL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY PARTY'S OBLIGATIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT MAY BE BROUGHT WITHIN ONE YEAR OF THE DATE OF LAST PAYMENT.

15. SEVERABILITY

15.01 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

16. GOVERNING LAW; VENUE

16.01 Governing Law

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the franchised business is located outside of New York and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, unfair or deceptive trade practice, fiduciary or any other doctrine of law of the State of New York or any other state, which would not otherwise apply.

16.02 Venue

Any litigation arising out of or related to this Agreement; any breach of this Agreement; the relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in New Jersey. Licensee agrees that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in New Jersey. Licensee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of *forum non conveniens*).

17. COSTS OF ENFORCEMENT; ATTORNEYS' FEES

17.01 Costs of Enforcement

Licensor will be entitled to recover from Licensee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation, if Licensor prevails in any action instituted against Licensee in order to secure or protect those rights inuring to Licensor under this Agreement, or to enforce the terms of this Agreement.

17.02 Attorneys' Fees

If Licensor becomes a party to any litigation or other proceeding concerning this Agreement by reason of any act or omission of Licensee or Licensee's authorized representatives and not by any act or omission of Licensor or any act or omission of Licensor's authorized representatives, or if Licensor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding, Licensee will be liable to Licensor for reasonable attorneys' fees, experts' fees and court costs incurred by Licensor in the litigation or other proceeding regardless of whether the litigation or other proceeding or action proceeds to judgment. In addition, Licensor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Licensee.

18. SUBMISSION OF AGREEMENT

18.01 Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement will become effective only upon execution of this Agreement by both Licensor and Licensee. Licensor's date of execution will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON LICENSOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF LICENSOR. LICENSEE HAS READ ALL OF THE FOREGOING AGREEMENT AND HEREBY ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREOF.

Dated: _____

LICENSEE:

Attest:

Witness/Date

If a corporation or other entity:

(Name of Corporation or Other Entity)

By: _____

Its _____
(Title)

(Print Name)

If an individual:

(Signature)

(Print Name)

(Signature)

(Print Name)

Dated: _____

Attest:

Witness/Date

LICENSOR:

VRAJ FRANCHISOR LLC

By: _____

Exhibit B

FINANCIAL STATEMENTS

**VRAJ
FRANCHISOR, LLC**

**VRAJ FRANCHISOR, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2022**

VRAJ FRANCHISOR, LLC
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MONIS J. SIDDIQUI, CPA P.C.
Certified Public Accountant
917.309.5670

INDEPENDENT AUDITOR'S REPORT

**To the Members of
Vraj Franchisor, LLC**

Opinion

We have audited the financial statements of Vraj Franchisor, LLC, which comprises the balance sheets as of December 31, 2022, and 2021, and the related statements of operations, and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Vraj Franchisor, LLC as of December 31, 2022, and 2021, and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Vraj Franchisor, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Vraj Franchisor, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Vraj Franchisor, LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Vraj Franchisor, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

A handwritten signature in purple ink that reads "Monis Siddiqui, CPA P.C.".

Monis Siddiqui, CPA P.C.
Bellerose, NY
March 27, 2023

VRAJ FRANCHISOR, LLC
BALANCE SHEETS

<u>ASSETS</u>		
	DECEMBER 31	
	2022	2021
Current Assets		
Cash	\$ 186,236	\$ 178,437
Accounts receivable	19,322	13,395
Due from related party	79,699	28,049
Total Current Assets	285,257	219,881
 Security Deposit	 7,911	 -
 Total Assets	 \$ 293,168	 \$ 219,881
 <u>LIABILITIES AND MEMBERS' EQUITY</u>		
Current Liabilities		
Accounts payable and accrued expenses	\$ 27,582	\$ 29,785
Marketing fee payable	51,992	28,618
Deferred revenue	16,800	8,400
Total Current Liabilities	96,374	66,803
 Deferred revenue, net of current	 132,300	 69,300
 Members' Equity	 64,494	 83,778
 Total Liabilities and Members' Equity	 \$ 293,168	 \$ 219,881

See notes to financial statements

VRAJ FRANCHISOR, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2022	2021
Revenues		
Franchise fees	\$ 28,600	\$ 22,300
Royalties	103,003	52,106
Marketing fund	60,611	3,231
Other Income	111	-
	<u>192,325</u>	<u>77,637</u>
Operating Expenses	<u>211,609</u>	<u>118,859</u>
Net (Loss)	(19,284)	(41,222)
Members' Equity - Beginning	83,778	5,000
Members' Equity - Contribution	<u>-</u>	<u>120,000</u>
Members' Equity - Ending	<u><u>\$ 64,494</u></u>	<u><u>\$ 83,778</u></u>

See notes to financial statements

VRAJ FRANCHISOR, LLC
STATEMENT OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2022	2021
Cash Flows from Operating Activities:		
Net (Loss)	\$ (19,284)	\$ (41,222)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Changes in operating assets and liabilities;		
Accounts receivable	(5,927)	(13,395)
Due from related party	(51,650)	(28,049)
Security Deposit	(7,911)	
Accounts payable and accrued expenses	(2,203)	29,785
Marketing fee payable	23,374	28,618
Deferred revenue	71,400	77,700
	<u>7,799</u>	<u>53,437</u>
Cash Flows from Investing Activities:		
Members' contribution	-	120,000
Net Increase in Cash	7,799	173,437
Cash - Beginning of Year	178,437	5,000
Cash - End of Year	<u>\$ 186,236</u>	<u>\$ 178,437</u>

See notes to financial statements

1. THE COMPANY

VRAJ Franchisor, LLC (the “Company”) is a New Jersey limited liability company formed in January 2020 to offer franchisees the opportunity to operate a restaurant which specializes in a variety of high-quality food and beverage items, utilizing the system created by VRAJ Franchisor, LLC which goes under the trademark of “EGGMANIA”.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a VRAJ Franchisor, LLC company for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its members. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board (“FASB”) and Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commission paid for franchises will be amortized over the life of the franchise agreement.

4. DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2022, and December 31, 2021, were \$149,100 and \$77,700, respectively.

5. RELATED PARTY TRANSACTIONS

The Company periodically receives funds from its members' or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2022, and December 31, 2021, the balance due to a related party was \$79,699, and \$28,049, respectively.

6. MARKETING FEE PAYABLE

The Company's franchise agreement allows for collection of marketing fees, whose proceeds are restricted to brand name and franchise advertising. Any unused funds, carryforward to subsequent periods. Marketing fees earned for the years ending December 31, 2022, and 2021 were \$83,985 and \$31,849, respectively. Advertising expenditures for the years ending December 31, 2022, and 2021 were \$60,611 and \$3,231, respectively. At December 31, 2022 and 2021 the marketing fee payable totaled \$51,992 and \$28,618, respectively.

7. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements through March 27, 2023, the date the financial statements were available to be issued.

**VRAJ FRANCHISOR, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2021**

VRAJ FRANCHISOR, LLC
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AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

**To the Members of
Vraj Franchisor, LLC**

Opinion

We have audited the financial statements of Vraj Franchisor, LLC, which comprises the balance sheets as of December 31, 2021, and 2020, and the related statements of operations, and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Vraj Franchisor, LLC as of December 31, 2021, and 2020, and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Vraj Franchisor, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Vraj Franchisor, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Vraj Franchisor, LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Vraj Franchisor, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

A handwritten signature in black ink, appearing to read 'Akiva Manne', is positioned above the printed name.

Akiva Manne CPA
Allentown PA
April 27, 2022

VRAJ FRANCHISOR, LLC
BALANCE SHEETS

<u>ASSETS</u>		
	<u>DECEMBER 31</u>	
	<u>2021</u>	<u>2020</u>
Current Assets		
Cash	\$ 178,437	\$ 5,000
Accounts receivable	13,395	—
Due from related party	28,049	—
Total Assets	<u>\$ 219,881</u>	<u>\$ 5,000</u>
 <u>LIABILITIES AND MEMBERS' EQUITY</u>		
Current Liabilities		
Accounts payable and accrued expenses	\$ 29,785	\$ —
Marketing fee payable	28,618	—
Deferred revenue	8,400	—
Total Current Liabilities	<u>66,803</u>	<u>—</u>
 Deferred revenue, net of current	 69,300	 —
 Members' Equity	 <u>83,778</u>	 <u>5,000</u>
 Total Liabilities and Members' Equity	 <u>\$ 219,881</u>	 <u>\$ 5,000</u>

See notes to financial statements

VRAJ FRANCHISOR, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2021	2020
Revenues		
Franchise fees	\$ 22,300	\$ —
Royalties	52,106	—
Marketing fund	3,231	—
	<u>77,637</u>	<u>—</u>
Operating Expenses	<u>118,859</u>	<u>—</u>
Net (Loss)	(41,222)	—
Members' Equity - Beginning	5,000	—
Members' Equity - Contribution	<u>120,000</u>	<u>5,000</u>
Members' Equity - Ending	<u><u>\$ 83,778</u></u>	<u><u>\$ 5,000</u></u>

See notes to financial statements

VRAJ FRANCHISOR, LLC
STATEMENT OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2021	2020
Cash Flows from Operating Activities:		
Net (Loss)	\$ (41,222)	\$ —
Adjustments to reconcile net loss to net cash provided by operating activities:		
Changes in operating assets and liabilities;		
Accounts receivable	(13,395)	—
Due from related party	(28,049)	—
Accounts payable and accrued expenses	29,785	—
Marketing fee payable	28,618	—
Deferred revenue	77,700	—
	<u>53,437</u>	<u>—</u>
Cash Flows from Investing Activities:		
Members' contribution	<u>120,000</u>	<u>5,000</u>
Net Increase in Cash	173,437	5,000
Cash - Beginning of Year	<u>5,000</u>	<u>—</u>
Cash - End of Year	<u><u>\$ 178,437</u></u>	<u><u>\$ 5,000</u></u>

See notes to financial statements

1. THE COMPANY

VRAJ Franchisor, LLC (the “Company”) is a New Jersey limited liability company formed in January 2020 to offer franchisees the opportunity to operate a restaurant which specializes in a variety of high-quality food and beverage items, utilizing the system created by VRAJ Franchisor, LLC which goes under the trademark of “EGGMANIA”.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted to operate a VRAJ Franchise using the franchise name and products for a specified number of years. As of December 31, 2021, and December 31, 2020, the Company had two and zero active franchises, respectively.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Income Taxes-The Company's entity was organized as a limited liability company. Accordingly, under the internal revenue code, all taxable income or loss flows through to its members. Therefore, no income tax expense or liability is recorded in the accompanying financial statements.

3. REVENUE RECOGNITION

The Company will record revenue in accordance Accounting Standards Board (“FASB”) and Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Commission paid for franchises will be amortized over the life of the franchise agreement.

4. DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606") as adjusted by ASU 2021-02, the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2021, and December 31, 2020, were \$77,700 and \$0, respectively.

5. RELATED PARTY TRANSACTIONS

The Company periodically receives funds from its members' or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2021, and December 31, 2020, the balance due to a related party was \$28,049, and \$0, respectively.

6. MARKETING FEE PAYABLE

The Company's franchise agreement allows for collection of marketing fees, whose proceeds are restricted to brand name and franchise advertising. Any unused funds, carryforward to subsequent periods. Marketing fees earned for the years ending December 31, 2021, and 2020 were \$31,849 and \$0, respectively. Advertising expenditures for the years ending December 31, 2021, and 2020 were \$3,231 and \$0, respectively. At December 31, 2021 and 2020 the marketing fee payable totaled \$28,618 and \$0, respectively.

7. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements through April 27, 2022, the date the financial statements were available to be issued.

Exhibit C

LIST OF FRANCHISEES

**VRAJ FRANCHISOR,
LLC**

LIST OF FRANCHISEES

As of December 31, 2022, all franchisees are Restaurant franchisees and there have not yet been any Food Truck franchisees. The Restaurant franchisees as of December 31, 2022 are the following:

Aarudh, Inc.

1133-1135 N Salem Dr

Schaumburg, Illinois 60194

Attention: Rushi Thakkar

Phone Number: 847-987-6854

Jala Enterprises Inc.

83 Parkhurst Rd, Unit 15

Chelmsford, Massachusetts 01824

Attention: Sagar Shah

Phone Number: 361-355-2298

VRS Expeditions LLC

610 Tuckernuck Dr, Beside Royal Bazaar Farmers Market

Henrico, VA 23294

Attention: Mitul Patel

Phone Number: 814-384-5351

Not yet open as of December 31, 2022:

PRP Eats LLC

8950 Highway 121, Suite 310

McKinney, Texas 75070

Attention: Parth Makadia

Phone Number: 973-767-6680

Not yet open as of December 31, 2022:

Utsav Patel

5510 Carlisle Pike

Mechanicsburg, PA 17050

Attention: Sandip Patel

Phone Number: 201-286-9208

Not yet open as of December 31, 2022:

AB Foods LLC

385 Muddy Branch Road, Beside India Bazaar

Gaithersburg, MD 20878

Attention: Bijal Shah

Phone Number: 201-790-0200

FRANCHISEES WHO LEFT THE SYSTEM

None

Exhibit D

STATE ADDENDA TO DISCLOSURE DOCUMENT

**VRAJ FRANCHISOR,
LLC**

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

1. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.
3. Our websites have not been reviewed or approved by the California Department of Financial Protection and Innovation. any complaints concerning the contents of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.
4. Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:
5. On the State Cover Sheets, under Special Risks to Consider About *This* Franchise, the following is added:

Personal Guaranty: Each principal owner entering into the franchise agreement attached to this franchise disclosure document must guarantee all obligations of the franchisee under the franchise agreement, thereby placing his/her personal assets at risk, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place you and your spouse's marital and personal assets at risk, perhaps even including your house, if your franchise fails.

Mandatory Minimum Payments: You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

6. In "ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES," the following is added:

The State of California has codified regulations specific to the food service industry which may be applicable to you. You may refer to California Plan Check Guide for Retail Food Facilities at <http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/Imz/Pages/California-Plan-Check-Guide-for-Retail-Food-Facilities-2-File.aspx>. For further requirements, please see the California Retail Food Code at <http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/Imz/Pages/California-Retail-Food-Code.aspx>.

If the franchised Restaurant sells alcoholic beverages, the franchisee must comply with the requirements set forth in the Alcoholic Beverage Control Act and the California Code of Regulations, Title 4 for the sale of alcoholic beverages.

7. The following references to laws and regulations are removed from Item 1, per the request of the California Department of Financial Protection and Innovation, because they do not pertain solely to the restaurant industry, but rather, are laws, rules and regulations that apply to businesses generally: reference to the Americans With Disabilities Act; Federal Wage and Hour Laws; the Occupational Safety and Health Act; and, the federal Clean Air Act, implementing state laws, and regulations on indoor air quality.

8. In "ITEM 6 OTHER FEES," the following is added:

The highest interest rate permitted under California law is 10% annually.

9. In "ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING," the following is added:

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

10. In regard to "ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS":

- a. The words "use your best efforts" are removed from the following sentence: "Under the Franchise Agreement, you must use your best efforts to cooperate with us to accomplish the purposes of the Franchise Agreement."
- b. In the phrase "devote full time and best efforts to the development and operation of the Franchised Business" the following words have the following meaning and criteria to determine meaning:
 - "full time" has the plain English meaning of substantially all of the Franchisee's business time and efforts.
 - "best efforts" has the meaning under New York commercial contract law of acting in good faith in light of one's own capabilities and pursuing all reasonable means to carry out one's contractual obligations.

11. In regard to "ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION":

- a. 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.
- b. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).
- c. The Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
- d. The Franchise Agreement requires venue to be limited to New Jersey. This provision may not be enforceable under California law.

- e. 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.
- f. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
- g. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.
- h. 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 (Offering Circular).
- i. California Corporations Code, Section 31119, states that it is unlawful to sell any franchise in California that is subject to registration under this law without first providing to the prospective franchisee, at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the offering circular, together with a copy of all proposed agreements relating to the sale of the franchise.
- j. Neither the franchisor nor any person or franchise broker disclosed 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.
- k. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

The following items must be included within the Disclosure Document and Franchise Agreement and shall replace any conflicting language that is in the Disclosure Document and the Franchise Agreement:

Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ("Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State."

Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law". The appropriate sections of the Franchise Agreement are amended accordingly.

Pursuant to Section 27, Periods of Limitation, of the Act, the appropriate items in the Disclosure Document, and the Franchise Agreement are amended to provide that any and all claims and actions arising out of or relating to the relationship of Franchisor and Franchisee, operation of the Franchised Business or any agreements executed in connection therewith, brought by you against us, shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred.

Item 17(g) of the Disclosure Document, and the appropriate sections of the Franchise Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

The third risk factor on the "Special Risks to Consider About This Franchise" cover page is slightly restated as follows, as requested by the Franchise Bureau of Office of Attorney General for the State of Illinois:

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

The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement will be governed by Indiana law, rather than New York law, as stated in Section 24 of the Franchise Agreement ("Governing Law").
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, shall supersede the provisions of Section 15 of the Franchise Agreement ("Default and Termination") in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. Section 17.9 of the Franchise Agreement (regarding enforcement of covenants not to compete) and Article 8 of the Software License Agreement (regarding injunctions) shall not apply to franchises offered and sold in the State of Indiana.
5. Section 16.01 of the Software License Agreement (regarding governing law) shall not relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede such provision or New York law if such provision is in conflict with Indiana law.
6. The third sentence of Article 14 of the Software License Agreement ("Limitation of Liability") shall not apply to franchises offered and sold in the State of Indiana.
7. Section 24.7 of the Franchise Agreement (regarding waiver of jury trial and punitive damages) is deleted from all Franchise Agreements used in the State of Indiana.
8. Notwithstanding the terms of Section 19 of the Franchise Agreement (regarding indemnification), Franchisee will not be required to indemnify Franchisor and the other Franchisor Parties for any liability caused by Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or caused by Franchisor's negligence.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

ITEM 12 TERRITORY

The following sentence is added at the end of the paragraph in Item 12 concerning our reservation of territorial rights which states that you must waive and release any claims, demands or damages arising from or related to certain activities:

“These waivers and releases are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. These waivers and releases will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.”

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise Agreement, including the areas of termination and renewal of the Franchise.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

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

OTHER

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

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 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 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 reasonably 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 of 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 or 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 service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN.: FRANCHISE, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

ADDENDUM PURSUANT TO THE NEW YORK FRANCHISE LAW

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FOR IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an

action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval or transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the franchise agreement.

8. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO THE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statement is added to the State Cover Page:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$325,200 to \$425,300 (for a Restaurant) or \$151,200 to \$211,700 (for a Food Truck). This amount exceeds the franchisor's stockholders' equity as of December 31, 2022 which is \$64,494.

Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement do 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

1. If any of the provisions in the franchise disclosure document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.
2. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
3. A release or waiver of rights executed by a Franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Franchise 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
4. 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.
5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
6. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.
7. [intentionally omitted]
8. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
9. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

10. The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business. Note that the initial fees for the purposes of the deferral include all initial franchise fees described in Item 5 of the Franchise Disclosure Document.

11. Two of the risk factors on the “Special Risks to Consider About This Franchise” cover page are slightly restated as follows, as requested by the State of Washington’s Department of Financial Institutions:

2. **Limited Operating History.** This franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

12. The following text is added to Item 11 of the Franchise Disclosure Document, at the end of the paragraph entitled “Approved Location and Lease”: “We might elect to sublease the approved location to you (the franchisee) in circumstances where we are aware of a potentially desirable location for an Eggmania restaurant but it is before we have a franchisee for that location, and we wish to secure that location before it gets taken by another party, so we enter into a lease for the location with the right to sublease the location to a franchisee.”

13. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

WISCONSIN ADDENDUM TO DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. **REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.**
2. The following shall apply to Franchise Agreements in the State of Wisconsin:
 - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
 - b. That Act's requirement, including the requirements that, in certain circumstances, a franchisee receives ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the requirements of the Franchise Agreement regarding default and termination to the extent they may be inconsistent with the Act's requirements.
3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other form of any document executed in connection with the franchise.

Exhibit E

FORM OF GENERAL RELEASE

**VRAJ FRANCHISOR,
LLC**

EXHIBIT E

FORM OF RELEASE (Current Form – Subject to Change)

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ ("Effective Date") by and among VRAJ FRANCHISOR, LLC (the "Franchisor"), and _____ (the "Franchisee") and _____ (the "Guarantors").

WHEREAS, Franchisor and Franchisee entered into a franchise agreement dated _____ (the "Franchise Agreement") which provides Franchisee with the right to operate a franchised business with a Territory consisting of _____ (the "Franchised Business");

Wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon therepresentations, warranties, and comments herein set forth, do agree as follows:

1. The Franchise Agreement shall be deemed terminated as of the Effective Date of this Agreement, however, Franchisee and its Guarantors shall be bound by the post- term restrictions and covenants contained in the Franchise Agreement and attached schedules for the periods set forth therein.

2. Franchisee and its officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, predecessors, successors and assigns and Guarantors, do each hereby release Franchisor, its parents, officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, successors and assigns, from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, judgments, liabilities and obligations, both fixed and contingent, known and unknown, in law or in equity, under local law, state or federal law or regulation which Franchisee and its Guarantors had, from the beginning of time to this date, arising under or in connection with the Franchise Agreement, it being the express intention of each party that this Release is as broad as permitted by law. Further, no claim released hereunder has been assigned to any individual or entity not a party to this Agreement.

3. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given

full force and effect. All liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law and the Washington Franchise Investment Protection Act are excluded from this release, and all rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its 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. If RELEASOR is domiciled or has his or her or its principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. The governing law, methods of dispute resolution and any right to recovery of attorney's fees outlined in the Franchise Agreement shall apply to this Agreement as well.

5. This Agreement and the other documents referred to herein contain the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, except those contemplated hereunder or not inconsistent therewith. Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Any waiver of any term of this Agreement by Franchisor will not operate as a waiver of any other term of this Agreement, nor will any failure to enforce any provision of this Agreement operate as a waiver of Franchisor's right to enforce any other provision of this Agreement.

8. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. Signature pages may be executed and delivered via facsimile or electronic transmission, and any such counterpart executed and delivered via facsimile or electronic transmission shall be deemed an original for all intents and purposes.

In Witness Whereof, the parties by their undersigned representatives hereby executethis Release.

FRANCHISOR

By: _____
Title: _____

FRANCHISEE

By: _____
Name and title: _____

GUARANTORS:

Name: _____, individually

Name: _____, individually

Exhibit F

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

**VRAJ FRANCHISOR,
LLC**

STATE ADMINISTRATORS / DESIGNATION OF AGENT FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent for service of process in the state. We may not yet be registered to sell franchises in any or all of the states listed. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

<u>CALIFORNIA</u> Office of the Commissioner California Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677 Agent California Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (866) 275-2677	<u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 Agent: North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
<u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 Agent: Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813	

<u>ILLINOIS</u> Franchise Division Office of Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 Agent: Illinois Attorney General 500 South Street Springfield, Illinois 62706	<u>RHODE ISLAND</u> Department of Business Regulation Division of Securities 1511 Pontiac Ave. John O. Pastore Complex Building 69-1 Cranston, RI 02920 Agent: Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex Building 69-1 Cranston, RI 02920
<u>INDIANA</u> Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 Agent: Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204	<u>SOUTH DAKOTA</u> Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501

<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020	<u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st Fl. Richmond, VA 23219 Tel: (804) 371-9733
<u>MICHIGAN</u> Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910	<u>WASHINGTON</u> Department of Financial Institutions Securities Division PO Box 9033 Olympia, Washington 98507 Address for service of process: Director Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department
<u>MINNESOTA</u> Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500 Agent: Minnesota Commissioner of Commerce	<u>WISCONSIN</u> Securities and Franchise Registration Wisconsin Securities Commission 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Administrator, Division of Securities
<u>NEW YORK</u> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 - Phone Agent for Service: New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	

Exhibit G

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**VRAJ FRANCHISOR,
LLC**

EGGMANIA OPERATIONS MANUAL

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Total number of pages of manual: 191

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration as of the Effective Date stated below:

California	Pending
Hawaii	Not Effective
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Not Effective
New York	Pending
North Dakota	Not Effective
Rhode Island	Not Effective
South Dakota	Not Effective
Virginia	Pending
Washington	Pending
Wisconsin	Not Effective

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT
(FRANCHISOR'S COPY)**

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 VRAJ Franchisor, LLC ("Franchisor") offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale. New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 calendar days for 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 we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency Identified in Exhibit F.

The Franchisor is VRAJ Franchisor, LLC, 14 Liberty Avenue, Jersey City, New Jersey 07306, (732) 703-7070.

Issuance Date: April 11, 2023

The name, principal business address and telephone number of the franchise sellers offering the franchise are:

☐ Tejas Damle, Viral Patel, 14 Liberty Avenue, Jersey City, New Jersey 07306, (201) 598-3294.

☐ _____

Franchisor authorizes the respective state agencies identified on Exhibit F to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated April 11, 2023 that included the following Exhibits:

Exhibit A-1 – Form of Restaurant Franchise Agreement & Exhibits Exhibit A-2 – Form of Food Truck Franchise Agreement & Exhibits	Exhibit B – Financial Statements
Exhibit C – Roster of Current and Former Franchisees	Exhibit D – State Addenda to Disclosure Document
Exhibit E – Form of General Release	Exhibit F – State Agencies and Administrators / Agents for Service of Process
Exhibit G – Operations Manual Table of Contents	

Dated: _____

Prospective Franchisee

(Print Name)

Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor.

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