FRANCHISE DISCLOSURE DOCUMENT

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HAWAIIAN BROS FRANCHISING, LLC
A Missouri Limited Liability Company

720 Main Street
Kansas City, Missouri 64105
(816) 569-9663
www.hawaiianbros.com

The franchise is to operate a restaurant under the Hawaiian Bros® Island Grill trade name and business system that serves the traditional Hawaiian plate lunch and other fresh, high quality Hawaiian cuisine in a Hawaiian-themed atmosphere.

The total investment necessary to begin operation of a Hawaiian Bros Island Grill restaurant ranges from $1,402,536 to $4,163,150. This includes $75,000 to $110,000 that must be paid to the franchisor or affiliate. If you are granted development rights for more than one Restaurant, then you must pay to the franchisor a franchise fee deposit of $25,000 for each additional Restaurant you commit to develop under the same Development Agreement.

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

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise,*" which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 5, 2026.

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 L.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Hawaiian Bros Island Grill 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 a Hawaiian Bros Island Grill franchisee?	Item 20 or Exhibit L 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 the document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

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 Missouri. 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 Missouri than in your own state.

Certain states may require other risks to be highlighted. Check the State Specific Addenda (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

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

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

(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 franchisee 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 franchisor or proposed transferee to remit any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

* * * *

Any questions regarding this notice should be directed to the Department of the Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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

Franchisor and its Affiliates. Hawaiian Bros Franchising, LLC ("we," "us," and "our") offers the franchise described in this disclosure document. "You" means the individual or business entity (corporation, limited liability company, etc.) that buys a franchise. Except for sole proprietorships, "you" does not include a business entity's owners.

We are a Missouri limited liability company with our home office at 720 Main Street, Kansas City, MO 64105. We do business under our corporate name, Hawaiian Bros® and Hawaiian Bros® Island Grill and no other names. If we have an agent in your state for service of process, we disclose that agent in Exhibit D to this disclosure document.

Our affiliates have operated restaurants that offer the same or similar products and services as franchised Restaurants since February 2018 when the first Hawaiian Bros Island Grill restaurant was opened in Belton, Missouri. We organized as a limited liability company in February 2022 and began offering franchises for Hawaiian Bros Island Grill restaurants ("Restaurants") in September 2022. We do not and have never offered franchises in another line of business.

We have no predecessors.

We are a wholly-owned subsidiary of Hawaiian Bros Inc., a Delaware corporation ("Parent"). Parent maintains its principal place of business at 720 Main Street, Kansas City, MO 64105. Parent does not own or operate any franchises and it has never offered franchises in any line of business.

Parent has licensed us the right to use and to license others to use the Hawaiian Bros® Island Grill trademark and certain other marks that may be used in connection with the operation of Restaurants. Parent is also the owner of certain proprietary recipes and products required to be offered by the Restaurants, including our signature teriyaki sauce, and works with our approved distributor to supply such products to our franchisees. Parent has never conducted the type of business that you will operate as a Hawaiian Bros Island Grill franchisee.

Our affiliate, HBGC, LLC ("HBGC"), is a Florida limited liability company that operates the Hawaiian Bros Island Grill gift card program. HBGC provides gift card services to franchised Restaurants and Restaurants owned and operated by our affiliates. HBGC maintains its principal place of business at 720 Main Street, Kansas City, MO 64105. HBGC has not operated the type of business that you will operate as a Hawaiian Bros Island Grill franchisee.

We do not have any affiliates that offer franchises in any line of business.

Description of the Restaurant. We offer franchises for the right to operate Restaurants. Restaurants offer the traditional Hawaiian plate lunch in a modern Hawaiian-themed atmosphere and also offer side dishes, desserts and beverages. Restaurants operate under the principal trademark Hawaiian Bros® Island Grill and any other trade names, trademarks, service marks, logos and slogans that we adopt to identify the Hawaiian Bros franchise System (defined below) or the products and services the Restaurants offer (collectively, the "Marks"). Restaurants also will operate under other trademarks, logos, and trade dress and use our uniform standards, exterior and interior Restaurant design, décor, color scheme, special recipes, operating procedures, products, and other items we determine and communicate to you through our confidential operating manuals ("Manual") and other means. In order to own and operate a Restaurant, you must enter into our Franchise Agreement (attached to this Disclosure Document as Exhibit B-1) and also

our Development Agreement (attached to this Disclosure Document as Exhibit C), even if you will only operate one Restaurant.

Pursuant to the Franchise Agreement, you will operate one Restaurant at an approved location. Pursuant to the Development Agreement, you will develop one or more Restaurants and comply with a mandatory Restaurant development schedule. If you will operate more than one Restaurant, you will t sign our Franchise Agreement in the form being offered in our then-current Disclosure Document at the applicable time for each Restaurant you open, which may differ materially from the Franchise Agreement attached to this Disclosure Document as Exhibit B-1.

We offer multi-Restaurant development rights only to qualified persons and entities.

You must operate your Restaurant under the business system and operating procedures we have developed, as described in our Manual (the "System"). Our affiliates have developed certain proprietary sauces and seasonings, including our signature teriyaki sauce, that must be used in certain menu items. Our affiliates have also developed certain apparel and other merchandise that must be offered for sale at the Restaurants. Franchisees must buy these proprietary products from our designated suppliers. They also must use other ingredients meeting our grade and quality specifications.

Restaurants are designed to be located primarily in metropolitan areas and are typically located in re-purposed free-standing, permanent buildings of various sizes and configurations and/or in shopping center spaces. Restaurants feature a modern island-inspired and Hawaiian-themed décor, and may offer drive-thru services in addition to dine-in and carry-out options.

Restaurants market their products to customers of all ages who are seeking high quality, reasonably priced food with quick service.

Industry Specific Regulation and Competition. The restaurant industry is heavily regulated. Many of the laws, rules, and regulations that apply to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, also apply to restaurants.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws and regulations governing food preparation and service and restaurant sanitary conditions. State and local agencies inspect restaurants to ensure they comply with these laws and regulations. You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise.

Restaurants compete with national, regional and local quick service restaurant chains that provide food, beverages and services to the general public. Your direct competitors will include other restaurants in the area of your Restaurant. We believe, however, that the Restaurants have particular appeal because of their distinctive atmosphere and high-quality, traditional island comfort food that is unlike foods traditionally served at other quick-service restaurants.

ITEM 2
BUSINESS EXPERIENCE

President and CEO: Scott Ford

Scott Ford has served as our President and CEO, and as President and CEO of our Parent, from January 2024 to present, in Kansas City, Missouri. Mr. Ford served as our President and Co-CEO from February 2022 to January 2024, in Kansas City, Missouri, the President of our Parent from November 2019 to present, in Kansas City, Missouri, and the Co-CEO of our Parent from July 2021 to January 2024, in Kansas City, Missouri.

Founder and Executive Chairman: Cameron McNie

Cameron McNie is an original Founder of Hawaiian Bros restaurants. He has served as Executive Chairman of our Parent from January 2024 to present, in Kansas City, Missouri. Mr. McNie served as our Co-CEO from February 2022 to January 2024, the Co-CEO of our Parent from July 2021 to January 2024, a Manager of our Parent from October 2019 to July 2021, with all such positions located in Kansas City, Missouri.

Founder and Vice Chairman: John Tyler McNie

John Tyler McNie is an original Founder of Hawaiian Bros restaurants. He has served as Vice Chairman of our Parent from January 2024 to present, in Kansas City, Missouri. Mr. McNie served as our Co-CEO from February 2022 to January 2024, the Co-CEO of our Parent from July 2021 to January 2024, a Manager of our Parent from October 2019 to July 2021, with all such positions located in Kansas City, Missouri.

Chief Financial Officer: Paul Hoffman

Paul Hoffman has served as our Chief Financial Officer since June 2025. Since April 2022, Mr. Hoffman has also served as Chief Financial Officer of Worcester Investments LLC. Prior to that, he served as Controller of Worcester Investments LLC from February 2020 to April 2022. Mr. Hoffman performs these duties in Kansas City, Missouri.

General Counsel: Cynthia Dillard Parres

Cynthia Dillard Parres has served as our General Counsel and General Counsel of our Parent from April 2024 to present, in Kansas City, Missouri. Ms. Parres served in the following positions for Bryan Cave Leighton Paisner in Kansas City, Missouri: Counsel from November 2023 to April 2024, Global Director/People Operating & Analytics from January 2022 to November 2023, Global Director Total Reward, Operations & HRIS from January 2021 to January 2022, and VP Interim Senior US HR Executive from February 2020 to January 2022.

Executive Director of Operations Services: Paul McDaniel

Paul McDaniel has served as Executive Director of Operations Services of our Parent from October 2021 to present, in Kansas City, Missouri. Mr. McDaniel served as Vice President of Logistics of Mac Facility Solutions, from February 2020 to July 2021, in Kansas City, Missouri.

Senior Vice President, Technology and Customer Experience: Lee Patterson

Lee Patterson has served as Senior Vice President, Technology and Customer Experience for us and our Parent from February 2022 to present, in Minneapolis, Minnesota. Mr. Patterson has served as a consultant for Patterson Consulting from January 2017 to present, in Minneapolis, Minnesota.

Senior Vice President, Franchise Development: Grant Kreutzer

Grant Kreutzer has served as our Senior Vice President of Franchise Development since July 2025, and previously served as Vice President of Franchise Development from March 2022 to July 2025, based in Denver, Colorado. From January 2019 to February 2022, Mr. Kreutzer was an independent franchise development consultant and advisory board member for the Franchise Leadership & Development Conference in San Diego, California.

Senior Vice President, Franchise Operations: Chris Habiger

Chris Habiger has served as our Senior Vice President, Operations from May 2024 to present, and Vice President, Franchise Operations from March 2023 to May 2024, in Saint Joseph, Missouri. Mr. Habiger served as a consultant for H-West Consulting from August 2022 to March 2023, in Saint Joseph, Missouri; and as an owner and operator of NOMD LLC, a McDonald's franchisee, from April 2004 to August 2022, in Saint Joseph, Missouri.

Chief Marketing Officer: Shannon Scott

Shannon Scott has served as our Chief Marketing Officer from February 2025 to present, in Overland Park, Kansas. Ms. Scott has served as Chief Marketing Officer for Fresh Effect Marketing from August 2023 to present, and as EVP, Marketing Membership for the American Academy of Family Physicians in Leawood, Kansas from February 2016 to July 2023.

Senior Vice President, Chief People Officer: John Nelson

John Nelson has served as Senior Vice President, Chief People Officer for our Parent, leading our Restaurant Training, from January 2025 to the present, and as Senior Vice President, Chief People Officer for our Parent since May 2024, in Kansas City, Missouri. Mr. Nelson previously served as Senior Vice President ,Strategic Resource Planning from February 2022 to May 2024; as Vice President, Strategic Resource Planning from October 2021 to February 2022; and as Resource Consultant from May 2021 to October 2021, all for our Parent in Kansas City, Missouri. Prior to that, Mr. Nelson was a Career Transition Consultant for Lee Hecht Harrison from February 2020 to October 2021, also in Kansas City, Missouri.

Senior Manager, Restaurant Training: Melissa Osborn

Melissa Osborn has served as Senior Manager, Restaurant Training for our Parent from July 2022 to present, in Kansas City, Missouri. Ms. Osborn served as General Manager for Atomic Provisions from March 2020 to July 2022, in Kansas City, Missouri.

Territory Director: LeAnn Brock

LeAnn Brock has served as a Territory Director for our Parent from April 2020 to present, in Kansas City, Missouri.

Territory Director: John Weinert

John Weinert has served as a Territory Director for our Parent from June 2021 to present, in Austin, Texas.

Franchise Development Manager: Daniel Distasio

Daniel Distasio has served as our Franchise Development Manager from April 2024 to present, in Boyton Beach, Florida. Mr. Distasio served as Franchise Development Manager for i9 Sports from July 2019 to April 2024, in Riverview, Florida.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

Our General Counsel, Cynthia Dillard Parres, was General Counsel and Risk & Compliance Officer of Houlihan's Restaurants, Inc. from July 2007 to January 2020. On November 14, 2019, Houlihan's Restaurants, Inc., together with its debtor affiliates, filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, In re HRI Holding Corp., et al, Case No. 19-12415 (MFW), in the United States Bankruptcy Court for the District of Delaware for the purpose of selling the majority of its assets. The asset sale was consummated in December 2019. On November 5, 2020, the bankruptcy court entered an order confirming the liquidating Joint Chapter 11 Plan of HRI Holding Corp. and its debtor affiliates (the "Plan"). Anthony M. Saccullo, a Member of Saccullo Business Consulting, LLC, 27 Crimson King Dr., Bear, DE 19701, was appointed Plan Administrator to sell any remaining assets and to administer payment of the proceeds to creditors pursuant to the terms of the Plan.

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay us an initial franchise fee ("Initial Franchise Fee") of $50,000. You are required to pay to us the Initial Franchise Fee, less the amount of any Franchise Fee Deposit for any Franchised Restaurant(s) under the Development Agreement, if applicable, upon execution of the Franchise Agreement. The Initial Franchise Fee is non-refundable and is fully earned upon payment. In 2025, all Initial Franchise Fees were imposed uniformly.

Development Agreement

You must pay us a franchise fee deposit ("Franchise Fee Deposit") in the amount of $25,000 per Restaurant for each additional Restaurant that you will open after the first Restaurant and the total Franchise Fee Deposit amount is specified in the Development Agreement based on the number of Restaurants to be developed. There are no separate or additional development fees, except that you will pay to us an Initial Franchise Fee for each Restaurant to be developed under the Development Agreement at the time each Franchise Agreement is signed, less any applicable Franchise Fee Deposit (as described below). You are required to pay to us the entire Franchise Fee Deposit for all Restaurants to be developed upon execution of the Development Agreement.

The Franchise Fee Deposit is fully earned in consideration of the development rights granted in the Development Agreement and is non-refundable. The Franchise Fee Deposit will be credited against the Initial Franchise Fee due under the Franchise Agreement for the Restaurant to which it applies if you timely open the Restaurant. If you fail to timely open a Restaurant, you will forfeit the Franchise Fee Deposit allocated to such Restaurant In 2025, all Franchise Fee Deposits were imposed uniformly.

Existing Restaurants

If you purchase an existing Restaurant, you do not pay an Initial Franchise Fee unless the term of the Franchise Agreement for the existing Restaurant is extended, in which case, a prorated non-refundable Initial Franchise Fee may be charged based on our then-current Initial Franchise Fee.

Construction Document Review Fee

If we approve an alternate service provider other than our designated service provider for architecture, engineering, and construction plans and documentation, then you must pay us a construction document review fee of $5,000 ("Construction Document Review Fee") for our review of the construction documents for your Restaurant. The Construction Document Review Fee is uniform for all franchisees and is non-refundable.

NRO Training Support

We provide a pre-opening team to assist you with your first four new Restaurant openings ("NROs") developed in accordance with your Development Agreement. You are required to reimburse us for costs we incur for travel, lodging and car rental, a per diem allowance for meal and travel incidentals for our new restaurant opening team. You will also be required to reimburse us for wages for the members of our new restaurant opening team that assist you with your third or later NRO.

The amount of this reimbursement varies depending on the size and composition of our NRO training team, which is determined by the number of planned opening hires for each Restaurant. The table below describes the level of Restaurant opening support that we provide for the first four NROs in your Development Agreement, and the estimated amount reimbursement that you will be required to pay to us.

Required NRO Assistance by Opening - NROs 1 through 4

New Restaurant Opening	Required HB NRO Assistance	Franchisee Requirements for the 2-Week NRO Assistance	Estimated Reimbursements Paid to Us for Food, Travel, Car Rental and Lodging Costs and Wages Incurred for NRO Assistance	HB Training Team Provided
1	1st NRO requires Hawaiian Bros assistance.	1 Designated Principal, 1 HB Certified General Manager, 1 Assistant General Manager and 1 Hourly Operations Manager	$25,000 to 55,000* excludes wages; wages not subject to reimbursement	5 to 11 hourly trainers including team leads and 1 Senior Manager of Training
2	HB assistance provided.	1 Designated Principal, 1 HB Certified General Manager, 1 Assistant General Manager and 1 Hourly Operations Manager. *Additional	$25,000 to 55,000* excludes wages; wages not subject to reimbursement	5 to 11 hourly trainers including team leads and 1 Senior Manager of Training

New Restaurant Opening	Required HB NRO Assistance	Franchisee Requirements for the 2-Week NRO Assistance	Estimated Reimbursements Paid to Us for Food, Travel, Car Rental and Lodging Costs and Wages Incurred for NRO Assistance	HB Training Team Provided
		franchise hourly trainers attend in preparation for self service.		
3	HB assistance provided.	Franchisee can offset hourly trainers with its own HB certified hourly trainers one to one reduction.	$25,000 to 55,000*, plus wages of $2,700 for each trainer on the team (up to 12 trainers for a total of $32,000), plus $4,000 for Senior Manager of Training. *Average cost for HB provided trainers.	5 to 11 hourly trainers including team leads and 1 Senior Manager of Training
4	Certification team supplied at HB expense.*Assumes Franchisee has a HB certified training team.	Franchise supplied 11 hourly HB certified trainers and a HB certified Training Manager.	Certification team is supplied at HB expense.* Assumes Franchisee has a HB certified training team.	Up to 2 hourly leads and 1 Director of Training (Certification team to certify Franchisee's training team)

If you do not have the required number of certified trainers for your third or fourth NRO, then we may require you to use our pre-opening team to assist with the NRO (although we are not required to do so) and you will be required to reimburse us for our training team's wages, per diem allowance for meal and travel incidentals, travel, car rental and lodging expenses.

If we deploy our team to your Restaurant and your Restaurant experiences any delay in opening, you are required to reimburse us for all travel, car rental and lodging expenses and per diem meal and travel incidental allowance that we incur for our new restaurant opening team during the delay. NRO assistance provided for openings during the week of any national holiday may require higher wage reimbursement. If we provide you additional NRO assistance, then you are required to reimburse us for all wages, travel, car rental, lodging and per diem expenses that we incur for our new restaurant opening team.

ITEM 6
OTHER FEES

(1) **Type of fee**[1]	(2) **Amount**	(3) **Due Date**	(4) **Remarks**
Royalty Fee[2]	6% of Gross Sales, provided that Restaurants developed and opened under our standard form Development Agreement signed before 4/27/2027 will be 5% of Gross Sales for the first five years of the franchise term, and 6% of Gross Sales thereafter	Payable weekly, on or before Wednesday	Royalty Fees are calculated based on the Gross Sales for the immediately preceding week (Monday through Sunday). Amounts due will be withdrawn by electronic fund transfer (EFT) from your designated bank account. See below in this chart for the late fee associated with submitting late reports of Gross Sales.
Advertising and Development Fund (Ad Fund)[3]	Currently 3% of Gross Sales	Payable weekly, on or before Wednesday	The amount you must contribute to the Ad Fund is calculated based on the Gross Sales for the immediately preceding week (Monday through Sunday). We may require you to contribute or allocate different amounts to the Ad Fund or to local advertising (individually or through a cooperative), but the total amount of all Ad Fund contributions and any minimum local advertising spend that we require will not exceed 4% of Gross Sales. This limit does not apply to amounts that an advertising cooperative may require. Amounts due will be withdrawn by EFT from your designated bank account.
Local Advertising	Currently 1% of Gross Sales	Determined by the billing protocol of local advertiser	You must spend monthly the percentage of Gross Sales that we specify on local advertising. We have the right to set, decrease and increase the required percentage of Gross Sales that you are required to spend on local advertising, but this rate, when combined with your Ad Fund contribution rate, may not exceed 4% of your Gross Sales. You will pay the local advertiser directly. We may require you to submit copies of your paid invoices for auditing. Your costs and expenses for in-house marketing personnel or payments made to a creative agency or ad fund or expenditures for third party DSP advertising or marketing programs do not count towards the minimum you must spend. If you contribute to a local advertising cooperative, those contributions will count toward the minimum amount that you are required to spend on local advertising.

(1) Type of fee[1]	(2) Amount	(3) Due Date	(4) Remarks
Cooperative Advertising	As determined by cooperative	As determined by cooperative	If an advertising cooperative is formed in the area that includes your Restaurant(s), you must join that cooperative. We will have no vote in these cooperatives unless our Restaurants are in the market. If so, our vote will be determined in the same way your vote is determined.
Additional Training[4]	Then-current hourly fee or initial training fee, as applicable, plus your expenses The current fee is $250 per hour, and $350 per hour during weeks with a national holiday The current retraining fee for initial training is $3,500	As incurred	If it becomes necessary to re-train or provide additional training beyond our initial training program to a certain individual, we reserve the right to charge you our then-current training fee.
Additional On-Site Training	Then-current hourly fee, plus the trainer's expenses The current hourly fee is $250 per hour, and $350 per hour during weeks with a national holiday	Upon demand	If you request or if we require that we provide additional training at your Restaurant(s), you must pay our hourly fee for each trainer we send to your Restaurant(s), and you must reimburse each trainer's expenses, including travel, lodging, and per diem.
On-Site NRO Technology Assistance (Second or Subsequent Restaurants) [5]	$1,000 per day, plus reimbursement for all expenses	Upon demand	Our team, or an approved partner, will provide onsite NRO technology assistance for your first NRO for no charge. If you request and we agree to provide onsite NRO technology assistance for your second or subsequent NRO's, you must pay us $1,000 per day that we are onsite or at a local offsite location supporting your NRO, plus reimburse us for all expenses that we incur, including travel, car rental, lodging and per diem expenses. If our team is not available to support your second or subsequent NRO, we will provide you with contacts of approved partners to provide this support who bill you at their current rates.

(1) Type of fee[1]	(2) Amount	(3) Due Date	(4) Remarks
Audit Fee	Our actual costs	Upon demand	We have the right to audit your books and records and we will generally pay the costs and expenses related to such audits. However, if an audit reveals that you have understated Gross Sales by 2% or more for any period, you must pay our entire cost of the audit, any underpayments revealed by the audit, and interest on such payments. Our cost of the audit may include the allocable salary and benefits of an internal audit team, the costs of an external auditor, and the costs and expenses of travel, lodging, and meals for any auditor(s) who conducted or attempted to conduct the audit.
Transfer Fee – Franchise Agreement[6]	$10,000	Prior to transfer	If Franchisee is an individual or partnership assigning the franchise to a business entity in which the Franchisee will own all of the ownership interests, the transfer fee is limited to reimbursing us for any legal expenses we incur to prepare or review documentation related to the transfer.
Transfer Fee – Development Agreement[6]	$10,000	Prior to transfer	If Developer is an individual or partnership assigning the franchise to a business entity in which the Developer will own all of the ownership interests, the transfer fee is limited to reimbursing us for any legal expenses we incur to prepare or review documentation related to the transfer.
Relocation[6]	$7,500, plus expenses	Upon demand	You may not relocate your Restaurant to a new premises without our written consent. If we approve your relocation, you must pay a $7,500 relocation fee and take all actions we require to de-brand and de-identify the former premises at your expense.
Renewal	50% of the then- current Initial Franchise Fee	Upon renewal of the Franchise Agreement	In addition to satisfying the other requirements for renewing your Franchise Agreement, you must pay a renewal fee equal to 50% of the Initial Franchise Fee charged under our then-current Franchise Agreement.
Non-Renewal and/or Termination Compliance	Our actual costs	Upon demand	You have certain obligations after non-renewal of your Franchise Agreement or if we terminate your Franchise Agreement. If you fail to satisfy your obligations within 7 days of the non-renewal or termination of your Franchise Agreement, we may enter the premises to bring it into compliance, and you must reimburse our actual costs.

(1) Type of fee[1]	(2) Amount	(3) Due Date	(4) Remarks
IT Services and Support Fee[7]	$300 per Restaurant per month	Payable at the same time and in the same manner as the Royalty Fee	We have developed, and currently implement and require you to participate in a program for the support of all or certain aspects of the Information System or other technology developed for or used by the System. We currently require you to participate in our IT Services and Support Program for the support of certain aspects of the information system and other technology used by the System in exchange for this fee.
Management Fee	Currently, 20% of Gross Sales, plus expenses	Upon demand	We have the right to step in and manage your Restaurant(s) under certain circumstances. If this happens, we will charge you a reasonable management fee to manage your Restaurant(s), and you must reimburse us for the expenses for providing such management, including travel, lodging, and meals.
Gift Card Program Adjustment Amount[8]	Currently, 12.26% of the amount redeemed for redemption of all gift cards originally activated or sold by third parties. We currently do not reduce settle for the redemption of gift cards originally activated and sold from Restaurants.	Recovered as part of the periodic electronic settlement process for sales and redemptions of gift cards.	Permits HBGC to recover losses incurred to operate the Hawaiian Bros Island Grill gift card program. Redemptions of applicable gift cards at Restaurants owned by our affiliates are subject to the same charge.
Attorneys' Fees and Costs[9]	Our actual costs	Upon demand	If you default under your Franchise Agreement or Development Agreement, you must pay our costs and fees to enforce or terminate the Agreement.
Indemnification	Our actual costs	Upon demand	If we are sued or held liable for claims that arise in connection with your Restaurant's operations, the alleged or actual acts or omissions of your personnel, or your breach of your Franchise Agreement, you must reimburse us for the costs we incur to defend such claims.
Insurance	Our actual costs	Upon demand	Item 8 discusses the insurance you are required to maintain. If you fail to maintain the required insurance coverages, we have the right (but not the obligation) to obtain insurance coverage on your behalf and require that you reimburse us for our costs upon demand.

(1) Type of fee[(1)]	(2) Amount	(3) Due Date	(4) Remarks
Product and Service Purchases	Amount will vary with the circumstances	As incurred	You must purchase your supply of proprietary products from our designated supplier. Item 8 discusses product and service purchases.
Annual Convention	Registration fee, plus your expenses No registration fee has been established at this time.	Not more than annually; fee due upon registration; expenses as incurred	We may hold a franchisee convention no more frequently than annually. If we hold a franchisee convention, you are required to attend and pay the registration fee for the convention. You must also pay your expenses, including travel, lodging, meals, and employee wages, if applicable.
Interest	1.5% per month or the highest rate allowed by applicable law, whichever is less	Upon demand	We have the right to charge interest on any payments you owe us or our affiliates if you do not pay the amount owed within 5 business days after the payment is due.
Late Fee for report of Gross Sales	$250 per occurrence	As incurred	This fee will be deducted via EFT at the same time as the estimated Royalty Fee and Ad Fund Fee are deducted from your designated bank account.
Guest Complaint Chargeback	Amount will vary with the circumstances	Upon demand	If we receive a customer complaint relating to an experience at your Restaurant, we may compensate the guest as we determine appropriate and you must reimburse us for the retail value of the compensation provided.
Additional copies of Operations Manual or Training Materials	Currently, $25	Upon demand	We have the right to charge you a reasonable fee for additional copies of the Operations Manual or training materials

Notes:

(1) All fees described in this Item 6 are non-refundable. Except as otherwise provided in this Item 6, all fees are imposed uniformly and collected by and payable to us; however, we have and we may in the future waive or reduce some or all of these fees for a particular franchisee if, in our sole discretion, we decide it is appropriate to do so.

(2) As provided in this Item 6, your Royalty Fee, Advertising and Development Fund (Ad Fund) contribution and IT Services and Support Fee must be paid by an electronic funds transfer (EFT) from your designated bank account. This requires you to provide us with the amount of Gross Sales for your Restaurant(s) in a report that includes the information we request in the format we request it, by a particular deadline. If you do not submit the report by the deadline, we will estimate your Gross Sales for the week, deduct the Royalty Fee from your bank account via EFT based on that estimate, and you will be charged a $250 non-refundable fee that will be withdrawn in the same manner. After you provide us with the missed Gross Sales report, we have the option to adjust our estimate and settle the accounts accordingly.

For purposes of determining the fees to be paid under the Franchise Agreement, "Gross Sales" means the aggregate revenues or other consideration you receive from the sale of products and services through operation of your Restaurant (including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and sales of food and beverage to employees), whether for cash, credit, or any other means of payment, from all services performed from or at your Restaurant, and from all orders taken or received at your Restaurant, regardless of where such orders are filled (including revenue from direct delivery, catering and/or delivery services through third parties), less (i) applicable sales taxes you collect and remit to the appropriate tax authority, and (ii) revenue you derive from selling or issuing Hawaiian Bros Island Grill gift or loyalty cards (although revenue you derive from selling products and services to customers using those cards for payment is included in Gross Sales). Gross Sales will not be reduced by any deductions for cash shortages incurred in connection with the transaction of business with customers or theft or fees that you owe to third party delivery or catering service providers with respect to a sale. Gross Sales do not include the amount of discounts given to customers (including employees) from the purchase price for products and services, whether through promotions, the acceptance of coupons originally issued for no consideration, or other discount.

We may authorize certain other items to be excluded from Gross Sales. We have the right to revoke or withdraw any exclusion at any time. See Note 1 for specific information about the EFT to be withdrawn from your bank account for payment of the Royalty Fee. If any state imposes a sales or other tax on the Royalty Fee, we will collect this tax from you.

(3) We administer a national Advertising and Development Fund (Ad Fund) on behalf of the System to provide national or regional creative materials and ongoing brand development programs for the benefit of the System. The Ad Fund is described further in Item 11.

(4) If you are a business entity, you are required to designate one (or more) of your owners who will oversee and supervise your Restaurant's management and operation and to be the primary contact for us with respect to any notices or communications. This individual is referred to by us as the "Designated Principal." You are also required to designate an individual to supervise and manage all aspects of your Restaurant's day-to-day operations and with whom we may deal exclusively for purposes of administering and coordinating the franchise relationship. This individual is referred to by us as the "General Manager". The General Manager may or may not be the franchisee (if the franchisee is an individual) or the Designated Principal. The General Manager must be an employee of the franchisee or one of its affiliates and must devote his or her full business time and efforts to performing his or her assigned duties for the franchisee.

(5) We provide onsite NRO technology assistance, using our staff or an approved partner, for your first NRO. We do not have an obligation to provide onsite NRO technology assistance for your second or subsequent NRO's, but if we agree to do so, you must pay us $1,000 per day, plus reimburse us for all expenses that we incur. If we have agreed to provide onsite technology assistance for a second or subsequent NRO and you experience a delay in opening, we do not guarantee that our technology support team will be available for your new scheduled opening date and you will be required to reimburse us for any nonrefundable costs associated with the cancelled itinerary. If our team is not available to support your second or subsequent NRO, we will provide you with contacts of approved partners to provide this support who bill you at their current rates.

(6) After the effective date of a Franchise Agreement or Development Agreement, we have the right to adjust any fixed fee specified in those agreements by a percentage that is equal to the change in percentage of the Consumer Price Index that we select.

(7) We have implemented a program for support of certain core technology systems utilized in the System to be provided by our technology team and certain required vendors. You are required to participate in such program.

(8) You must participate in the Hawaiian Bros Island Grill gift card program administered by our affiliate, HBGC.

(9) You must reimburse us for the internal and external costs and expenses we incur to enforce our rights or your obligations under the Franchise Agreement, regardless of whether there is a formal legal proceeding to enforce its terms. Such costs and expenses include reasonable accounting, attorneys', arbitrators', and related fees. If we do begin a formal legal proceeding against you to enforce the terms of the Franchise Agreement, the reimbursement obligation applies to all costs and expenses we incur to prepare for, commence, and prosecute the entire legal proceeding (including appeals and settlements).

ITEM 7
ESTIMATED INITIAL INVESTMENT

Franchise Agreement

(1) Type of expenditure	(2) Amount		(3) Method of payment	(4) When due	(5) To whom payment is to be made
	Low	High			
Initial Franchise Fee[(1)]	$50,000	$50,000	Lump sum	Upon execution of Franchise Agreement	Us
Security Deposits and Utility Deposits [(2)]	$9,000	$40,000	Lump sum	As incurred	Landlord, Utility Companies
Construction, Remodeling, and Leasehold Improvements, Landscaping [(3)]	$650,000	$2,500,000	As arranged	As incurred	Landlord and/or General contractor(s)
Rent[(4)]	$2,836	$38,650	As arranged	As incurred	Landlord
Decor, Millwork, Fixtures and Furniture [(5)]	$15,000	$91,000	As arranged	As incurred	Approved supplier(s)
Equipment [(6)]	$290,000	$356,000	As arranged	As incurred	Approved supplier(s)
Computer System [(7)]	$62,000	$102,000	As arranged	As incurred	Third party supplier
Insurance [(8)]	$2,000	$5,000	As arranged	Monthly, As Incurred for Specialty Coverages	Insurance Companies
Permits and Licenses [(9)]	$600	$15,000	As billed	As incurred	Governmental agencies

(1) Type of expenditure	(2) Amount		(3) Method of payment	(4) When due	(5) To whom payment is to be made
	Low	High			
Initial Inventory [10]	$12,000	$15,000	As arranged	As incurred	Approved suppliers
Signage [11]	$58,000	$205,000	As arranged	As incurred	Approved suppliers
Grand Opening Advertising and VIP Events [12]	$40,000	$50,000	As arranged	As incurred	Approved suppliers and media
Architectural / Engineering Plans, Construction Documents [13]	$39,400	$285,000	As arranged	As incurred	Architect, and/or approved suppliers
Construction Document Review Fee [14]	$0	$5,000	Lump sum	As incurred	Us
Training Expenses – managers' salaries, travel, meal and lodging expenses for 8 weeks[15]	$29,000	$60,000	As arranged	As incurred	Providers of travel, lodging, and food services
New Restaurant Opening Assistance for 1st NRO – (Reimbursement for training team's travel, lodging, per diem)[16]	$25,000	$55,000	As arranged	Prior to Opening	Us
Apparel (Uniforms and Merchandise)	$2,700	$3,500	As incurred	Prior to Opening	Approved suppliers
Professional Fees[17]	$1,000	$10,000	As arranged	As incurred	Your attorney, accountant, and other professionals
Additional Funds – 3 Months – includes pre- opening expenses [18]	$114,000	$277,000	As arranged	As incurred	Employees, Suppliers, Utilities
Total[19]	**$1,402,536**	**$4,163,150**			

Development Agreement

(1) Type of expenditure	(2) Amount		(3) Method of payment	(4) When due	(5) To whom payment is to be made
	Low	High			
Franchise Fee Deposit[1]	$150,000	$500,000	Lump sum	Upon execution of Development Agreement	Us
Initial Investment to Open Initial Restaurant[20]	$1,352,536	$4,113,150	As described in Franchise Agreement Chart.		
Total[19]	**$1,502,536**	**$4,613,150**	This is the total estimated initial investment for the first Restaurant to be opened under a Development Agreement for the right to open between five (5) and twenty (20) Restaurants.		

Notes:

(1) **Initial Franchise Fee and Franchise Fee Deposit.** The Initial Franchise Fee and Franchise Fee Deposit is discussed in detail in Item 5. You must pay us an Initial Franchise Fee of $50,000 for your first Restaurant and a Franchise Fee Deposit of $25,000 per additional Restaurant upon execution of the Development Agreement and Franchise Agreement. In the Development Agreement chart, the low-end estimate contemplates a Development Agreement with the right to open and operate five (5) Restaurants and the high-end estimate contemplates a Development Agreement with the right to open and operate twenty (20) Restaurants

(2) **Security Deposits and Utility Deposits**. If you lease the space for your Restaurant, then your landlord may require a security deposit in connection with your leased commercial property. In addition, the utility companies may require a security deposit in connection with providing your electricity, gas, water, or other utilities. The high-end estimate includes estimated costs for security deposits on build-to-suit projects funded by preferred developers.

(3) **Construction, Remodeling, and Leasehold Improvements, Landscaping**. Costs will vary depending on location, size of your Restaurant and type of construction. We estimate the site improvement and building or remodel costs to range from $650,000 to $2,500,000, depending on the Restaurant format, not including the cost of land. Our 2026 prototype formats and estimated construction costs (based on 2024 contractor and vendor proposals for Midwest markets) are as follows: (i) Inline (approximately 1,500 sq. ft.): estimated $600,000 (ii) Endcap Drive-Thru (approximately 1,600 sq. ft.): estimated $835,000 (iii) 1600 Series free-standing drive-thru (approximately 1,600 sq. ft.): estimated $800,000 and (iv) 2100 Series free-standing drive-thru (approximately 2,100 sq. ft.): estimated $950,000 Construction cost estimates for the 1600 Series are based on the per-square-foot cost of the 2100 Series contractor proposal adjusted for fixed costs; the kitchen footprint remains the same, with a smaller front of house, fewer seats, and less décor and fixtures. Actual costs for all formats may be higher in your markets due to higher construction labor and materials costs. Second generation building remodel and improvements costs in 2025 were as follows: Corpus Christi, TX $650,000 (4,500 sq. ft), Manhattan, KS, $850,000 (4,344 sq.ft), Tempe, AZ $1,614,307 (2,978 sq. ft), Omaha, NE $850,000 (3,198 sq. ft). the cost for construction

of freestanding drive thru locations developed by franchisees are as follows: Waukee, IA $2,018,400 (2,887 sq. ft.), Wichita, KS $1,854,492 (2,887 sq. ft.), Phoenix AZ ranging from $2,126,707 (2,887 sq. ft.) to $2,460,316 (2,912 sq. ft.) and Las Vegas, NV $2,364,391 (2,792 sq. ft.). You will need approximately 1,500 to 2,500 square feet for the Restaurant based on the site and building improvements of existing remodeled locations operated and developed by our franchisees and affiliates. Ground up new construction of our value-engineered prototype Restaurant requires approximately 1,600-2,100 square feet and a lot size of .57 to .75 of an acre. The cost range for free-standing buildings includes site work (improvement of the land prior to construction), ranging from $300,000 to $400,000. Other test building formats such as inline and endcap drive-thru have been developed within this cost range by franchisees and affiliates, while test ghost kitchens and digital kitchens (delivery/carry-out locations) have been developed for less

(4) **Rent.** Rent varies from location to location depending upon the size, condition, and location of the leased premises, but we estimate the rent (including common area maintenance and other similar charges) to range from $2,836 to $38,650, per month. If you elect to purchase the site for your Restaurant, your land acquisition costs will vary depending upon a multitude of factors including the size and location of the property and the availability of financing on commercially reasonable terms. We are unable to estimate the cost of purchasing a site. This figure does not include the cost of security deposits of one or two months' rent which may be required by your landlord. Your estimated construction, remodeling and site improvement costs and rent above is based on our affiliate-owned locations that were constructed by remodeling existing real estate sites, and in some cases, by build-to-suit developers that then lease the finished Restaurant to our affiliates with rents at the high end of the range listed above to cover their land acquisition, development costs, fees, and any finance charges.

(5) **Décor, Millwork, Fixtures and Furniture**. You will need to install Hawaiian Bros Island Grill proprietary building and design elements, furniture, and décor items that comply with our specifications. The investment range varies depending on the size and square footage of the Restaurant's front of house, dining room, retail display, quantity of seats, trash receptacles, and interior and exterior décor items, including patio furniture, as applicable to your location. The investment range excludes applicable taxes and includes estimated freight and miscellaneous fee (e.g., installation where applicable). The lower end of the estimated range is applicable to Inline and Endcap prototype cost estimates ranging from $13,000 to $16,000 respectively and do not include exterior items such as patio furniture or exterior trash receptacles. Surfboard tables are additional cost. The higher end of the range of $91,326 was for fixtures, décor, and mill work for a 2,700 sq. ft. freestanding drive thru in Las Vegas NV, larger than the standard 2,100 sq. ft. freestanding drive-thru prototype estimated at approximately $48,000. Our 1,600 to 1,800 sq.ft freestanding drive-thru with a smaller dining room has an estimated décor, millwork, fixtures, and furniture costs ranging from $37,000 to $39,000 based on vendor proposals. Actual costs may vary.

(6) **Equipment.** Costs may vary by region and building format. The investment range includes costs of approximately $325,000 to $356,000 for a 1,500 square foot inline, 1,600 square foot endcap drive thru to 1,600 to 2,100 square foot freestanding drive-thru prototypes. We recommend a layout of 1,600 to 2,100 square feet for a free-standing Restaurant with a drive thru. Such layouts have resulted in a decrease in equipment costs due to a fewer number of cooking grills, rice pots, walk-in refrigerators, and combi ovens required, shorter length of the commercial ventilation or exhaust hood, and a smaller walk-in refrigerator. Equipment cost estimates assume buildings with an office and patio and exclude tax. Excludes two larger 2,700 and 2,800 square foot freestanding drive-thru buildings not prototypical that Franchisees constructed resulting in higher equipment costs of approximately $375,000 to $395,000

(7) **Computer System**. This estimate includes costs for the following items: point-of-sale system ("POS System"), software, network/WiFi, low voltage wiring, Internet circuit/modem, safes, monitors (install parts Bus stops), fire alarm/Suppression, standard Speakers, Music System, HME system, phones, security cameras, alarms, future remote ordering, 6 pack of walkie talkies, and an office printer The price range is based on the experiences of our affiliates implementing the technology equipment, including the POS System. The price of your POS System will vary based on the number of POS terminals you need and the modules you decide to purchase. The number of POS terminals needed will depend on the size and configuration of your Restaurant. You may be required to pay ongoing license fees or support / help desk fees for your POS System as set forth in Item 11.

(8) **Insurance**. You must purchase insurance coverage in accordance with the standards set forth in the Franchise Agreement, the Manual and any Franchise Insurance Bulletin that we issue from time to time. You must also comply with any requirements for insurance coverage provided in your lease for the premises and you may need to comply with insurance requirements under state laws. Generally, for the property and general liability policies, you would pay a deposit premium of one month with 11 scheduled monthly payments. The deposit premium and first month may be included in the first billing with 10 monthly installments. Specialty lines coverages like umbrella and employment practices typically require full payment upon placement.

(9) **Permits and Licenses**. You are required to comply with all federal, state, and local laws and government regulations applicable to the Restaurant, and you must provide us with copies of any licenses and/or permits required to operate your Restaurant.

(10) **Initial Inventory**. You are required to purchase an opening inventory of food, beverage and supplies prior to opening the Restaurant for business. This amount includes $5,000 in paper product supplies. We estimate that the range given will be sufficient to cover initial supplies of food and beverage inventory and paper products.

(11) **Signage**. This amount varies depending on your Restaurant's location, building size, municipality requirements, whether your Restaurant is a remodel or ground-up new build, and the signage needed to identify the premises. The range is based on a sign package of $58,000 for an endcap remodel in Bentonville, AR; estimated signage costs of $75,000 for endcap formats; and approximately $120,000 to $150,000 for 1,600 to 2,100 square foot freestanding drive-thru prototypes. Inline restaurants are estimated to have lower signage costs. The higher end of the range, $187,000 to $205,000, reflects ground-up new builds and remodeled 2nd Generation Restaurants developed by franchisees in Waukee, IA and Corpus Christi, TX, ranging from 2,887 to 4,500 square feet, with more extensive signage than the standard prototype requires. Sign package costs for freestanding prototypes range from $110,000 (no monument sign) to $130,000 (with monument sign) to $144,000 (with pylon sign). This range also includes six remodels of existing restaurant buildings developed by franchisees in Phoenix and Tucson, AZ and Dallas/Ft. Worth, TX.

(12) **Grand Opening Advertising and VIP Events**. Our marketing team will develop and present a grand opening marketing plan to promote the opening of each of your Restaurants, and you will utilize the marketing, public relations, and media materials that we have developed or approved. The price range stated represents the variability of media costs by market. This amount includes the estimated cost of advertising in the four (4)weeks leading up to the grand opening through the first six weeks of business, including but not limited to: employee recruitment advertising, "Coming Soon" & "Now Open" digital marketing assets, printed promotional materials, and other in-restaurant marketing tools and promotional items. Examples include soft opening invitations,

menus, gift cards, prize wheel, giveaway prizes, "Now Open" banners, brand ambassadors, etc. This amount does not include your national ad fund contribution, minimum local advertising spend, or the cost for any marketing placement on third party DSP channels. Each grand opening marketing plan includes a popular VIP grand opening event where patrons are invited to come try your food for free at each Restaurant opening, where you will incur food costs by giving away Hawaiian Bros Plate Lunches. Each grand opening marketing plan includes a base plan, and franchisees may elect to incrementally increase their grand opening spend above the base plan in accordance with our guidelines.

(13) **Architectural/Engineering Plans, Construction Documents**. These fees can vary depending upon the condition of the premises and its location. As discussed above in Note 4, depending on the extent of the work that must be done, the cost of the construction documents will vary. You must retain one of our designated architects, to create your preliminary floorplan at your cost, and use this designated architect to prepare your construction documents. Higher costs of $285,000 reflect additional project management, construction management, permit processing and expediting services.

(14) **Construction Document Review Fee**. If we approve an alternate service provider other than our designated service provider for architecture, engineering, and construction plans and documentation, then you must pay us the Construction Document Review Fee for our review of the construction documents for your Restaurant.

(15) **Training Expenses**. We will provide training for your Designated Principal, any other Controlling Principal(s) that we may designate, and all of your salaried managers, including your General Manager and Assistant General Manager, as a part of your Initial Franchise Fee, but you will need to arrange for their transportation, lodging, food, and, for employees, payment of wages. The cost of these expenses will depend on the distance you must travel and the type of accommodations you choose.

(16) **New Restaurant Opening Assistance**. See the detailed description in Item 5 and Item 11 regarding the pre-opening assistance team that we provide and your requirements to reimburse us for the per diem meal and travel incidentals, lodging, travel and car rental costs, and, in certain circumstances, wages that we incur for our pre-opening trainers.

(17) **Professional Fees**. These are estimates for fees that will be charged by your attorney to review the Franchise Agreement and other documents, review and negotiate the lease for your Restaurant location, and to advise you on other legal matters. This estimate also includes fees charged by an accountant and/or financial advisor. These amounts are only estimates and your actual fees may vary significantly depending on the specific work you request, the advisors you select, and the rates for professional fees in your area. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity and our franchise documents. It is also advisable for these professionals to review other contracts you will sign as part of opening your Restaurante.

(18) **Additional Funds**. These additional funds will be required to finance operations during the pre-opening phase and the initial three months of operations. The pre-opening expenses include food costs for training simulations at the Restaurant and labor costs incurred during required pre-opening training. Operating expenses through the first three months of operation include working capital, occupancy costs, payroll costs for managers and minimum crew labor, employee recruitment, supplies, utilities, ordinary maintenance, and other expenses normal in operating a Restaurant.

(19) **Total**. These figures are estimates based on the experience of our affiliates in developing and operating our company-owned Restaurants in Illinois, Kansas, Missouri, Oklahoma, and Texas, since 2018 and the experience of franchisees developing and operating Franchised Restaurants in Arkansas, Arizona, Iowa, Kansas, Oklahoma, Nebraska, and Texas. We cannot guarantee that you will not have additional expenses starting the Restaurant. Your costs will depend on factors such as the Restaurant size and location; your management skill, experience and business acumen; local economic conditions; the local prevailing wage rate; competition; sales level reached during the initial period; and other factors, including landlord contributions and whether you are remodeling an existing restaurant location into a Hawaiian Bros Restaurant. The ranges in the table are for new and remodeled free-standing buildings.

(20) **Initial Investment to Open Initial Restaurant.** This figure represents the total estimated initial investment required to open the initial Restaurant you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of Franchise Agreement for the initial Restaurant you open under your Development Agreement. The range includes all the items outlined in the Franchise Agreement chart of this Item, except for the Initial Franchise Fee (because you instead are required to pay Franchise Fee Deposits, as listed in the Development Agreement Chart). It does not include any of the costs you will incur in opening any additional Restaurants that you are granted the right to open and operate under your Development Agreement because those payments will not be due/owed until after three (3) months of operation and execution of the Development Agreement.

None of the payments described in Item 7 are refundable, except that security deposits you must make to a third party may be refundable. We do not finance any portion of your initial investment.

[Remainder of page intentionally left blank.]

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the uniform high standards of appearance, service, and food and beverage quality necessary to retain and enhance the goodwill and acceptance of the Restaurants, you must adhere to our current and future requirements, specifications and standards for the following: form, content and media of any advertising and online presence; the selection, purchase, and distribution and preparation of all food and beverage products and packaging; site selection and acquisition, construction, site work and remodeling criteria; all equipment, computer systems, signs, interior and exterior furnishings and décor; fixtures; uniforms; disposables and smallwares; guest satisfaction surveys and mystery shopper programs; gift card program; and all other materials, supplies and services that we require for the operation of your Restaurants.

We develop and modify our specifications internally. As part of this process, we may consult with suppliers, professionals or other third parties. Our standards, operating specifications and procedures for developing and operating a Restaurant are communicated to you via our Manual as described in Item 11. You must obtain our prior written approval to deviate from these specifications and recommendations. Certain detailed specifications for equipment, food and other products may only be communicated to suppliers. We will notify you in writing if we modify any of our specifications previously disclosed to you.

You must offer all foods and beverages included on our standard menu, which we may periodically revise. You may not offer any foods, beverages or other merchandise that are not included on our authorized merchandise list without our prior written consent. We may periodically revise our authorized merchandise list.

We require you to offer third-party delivery services that comply with our delivery standards and procedures, which we may establish and modify from time to time. You must use all of the third-party delivery service providers that we require you to use, which currently includes DoorDash, DoorDash Storefront (online ordering), Lunchbox (1st party and concierge catering), GrubHub, UberEats, and EZ Cater. You must receive our approval of any additional delivery service providers that you would like to use.

All advertising and promotional materials, signs, paper goods and other items we designate must bear the Hawaiian Bros Island Grill trademark in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must conform to the standards and requirements in the Manual.

You must obtain our approval of the site for your Restaurant before you acquire the site. Unless you qualify and we approve you or your employee to select and source your own sites given your commercial real estate and development experience, you must use a licensed real estate broker to assist you with selecting and securing a site. If we have a preferred real estate broker in your market, you must use our preferred broker. If we do not have a preferred broker in your market, we have the right to approve your real estate broker. You must also use a licensed and experienced real estate attorney to negotiate your lease for the Restaurant location and obtain our approval of the lease before you sign it. We have the right to approve your site surveyors, permit expeditors, and architectural and engineering consultants.

Except for your local advertising, you must purchase or lease all of the above items necessary to establish and operate your Restaurant from sellers, distributors or suppliers that we designate or approve in writing. We will provide you a list of pre-approved or designated distributors or suppliers for the items that we require you to purchase from pre-approved or designated suppliers. In our 2025 fiscal year, our revenues from the sale of required products and services to franchisees were $364,511, or 5.6% of our total revenues of $6,468,230, which includes only the amounts collected from the payment of the IT Services and Support

Fee ($300 per franchised Restaurant per month) totaling $180,000 in management support fees to assist a franchisee opening six non-traditional ghost kitchens across five markets, and $38,160 in Coca-Cola rebates.

Parent has negotiated a Master Distribution Agreement with Sysco Kansas City, Inc ("Sysco"). You are required to purchase certain food products from Sysco and must sign a participation agreement to participate in the terms of the negotiated contract. The form of participation agreement is attached as Exhibit E.

Parent has entered into an agreement with The Coca-Cola Company (or applicable Coca-Cola bottler entities) (collectively, "Coca-Cola") under which Coca-Cola is the exclusive supplier of certain beverage types for the System. You must use Coca-Cola to supply your beverage products and must sign a participation agreement to participate in the terms of the negotiated contract. The form of participation agreement is attached as Exhibit F.

Parent has also entered into agreements with Edward Don & Company ("Ed Don") under which Ed Don is the primary distributor of smallwares and supplier of foodservice equipment and other equipment for the System. You must use Ed Don to supply your smallwares and certain foodservice and other equipment for your Restaurant. You must sign the form of participation agreements attached as Exhibit G and Exhibit H to participate in the terms of the negotiated contracts for smallwares and equipment purchases, respectively.

We may in the future negotiate other purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System.

You must use a Toast point-of-sale system and a computer system (including all future updates, supplements and modifications) comprised of such hardware and software as we may require from time to time in the operation of your Restaurant. We currently require you to use specific vendors for the following technology systems used in the operation of your Restaurant: point-of-sale, food cost and inventory management and ordering, drive-thru communications and automation, store audio program, , online and mobile ordering, loyalty and gift card processing, , third-party delivery services, catering delivery services and Learning Management Solution. The required point-of-sale and computer system is further described in Item 11.

You are required to participate in our Technology Core Systems Configuration and Support program and use certain service providers for various aspects of core technology systems used by the System. As part of such program, we provide certain configuration, support and oversight services for various aspects of a Restaurant's technology system. We require franchisees to sign the form of IT Services and Support Agreement attached as Exhibit I, which sets forth the terms of your participation in such program. We are in the process of implementing a network security and compliance program for the System and reserve the right to require you to sign the forms and take the other actions that we require for you to participate in such program, including the use of a certified managed service provider that we reserve the right to designate or approve. We are in the process of evaluating restaurant technology call center partners and reserve the right to require you to sign the forms and take the other actions that we require for you to participate in such program.

You must participate in, and comply with the requirements of, any gift card, customer loyalty or retention, SMS/mobile, or special promotional program that we implement for all or part of the System, and sign the forms and take the other action that we require for you to participate in these programs. You may not have any type of competing or conflicting programs at the local or area cooperative level.

Our affiliate, HBGC, manages and administers the gift card program for the System. HBGC contracts with approved suppliers to produce and supply gift cards and to process gift card redemptions and settlements. New franchisees must sign a Gift Card Program Agreement with HBGC, a copy of which is attached as Exhibit J. As part of the gift card settlement process, the amount due to you will be reduced to allow HBGC to recoup the costs, losses, expenses, discounts, rebates and similar incentives extended to third parties that it incurs in the operation of the gift card program. HBGC will periodically (not more than once annually) determine the amount of such reduction. Currently, the reduction is 12.26% of the amount redeemed for redemption of all gift cards originally activated or sold by third parties. We currently do not reduce settle for the redemption of gift cards originally activated and sold from Restaurants. This reduced settlement process may result in HBGC recovering more or less than its actual losses with respect to any particular period.

Except with respect to HBGC's administration and management of the gift card program and the limited services that we provide under the IT Services and Support Agreement, neither we nor our affiliates are designated suppliers of any required goods or services, but we reserve the right to be, or to designate an affiliate as, an approved or sole source of supply of a required product or service in the future.

If our company and franchised Restaurants meet certain performance obligations under our agreement with one of the required suppliers for the System, the supplier will accrue discretionary advertising and marketing funds on our behalf based on the quantity of certain products purchased. Currently, we are reimbursed by the supplier from such discretionary funds for approved advertising and marketing of the System, but such reimbursements are not a result of required purchases or leases by franchisees. Another required supplier pays a flat fee for each new Restaurant that is opened, but such payment is not a result of required purchases or leases by franchisees. Currently, such fee is paid directly to our service provider that provides project management services for new Restaurant openings at no additional cost to our franchisees.

If you wish to purchase, lease or use any required products, services or other items from an unapproved supplier, you must submit a written request for approval. We must approve any product or supplier of any product or service that we require you to use in operating the Restaurant in writing before you make any purchases for your Restaurant of that product or from that supplier. We can require the right to inspect the supplier's facilities and that samples from the supplier be delivered to us or an independent laboratory that we specify for testing. We reserve the right to re-inspect the facilities and products of any approved supplier. We may revoke our approval by giving you written notice. Our supplier approval procedure does not obligate us to approve any particular supplier. We will notify you within a reasonable time (typically 90 days or less unless the proposed supplier will be part of a request for proposal process along with other suppliers at a scheduled time) after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier or product. Under no circumstances will our failure to notify you be considered to mean we have given our approval. We are not required to make available to you or to any supplier our criteria for product or supplier approval. We may designate that certain required items may be purchased from any supplier. We reserve the right to prohibit or restrict your use of non-required service providers when we determine, in our sole discretion, that they demonstrate meaningful risks to the System.

As of the issuance date of this Disclosure Document, there are no purchasing or distribution cooperatives for any of the items described above in which you must participate.

When determining whether to grant new or additional franchises we consider many factors, including compliance with the requirements described above.

You must purchase and maintain during the term of your Franchise Agreement all of the insurance coverage that we require, using industry standard forms and with features acceptable to us. We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual, through a Franchise Insurance Bulletin, or otherwise in writing. We do not specify the insurance providers from which you may purchase the required insurance; however, we do have minimum standards of quality that you must satisfy. Your insurance carrier(s) must have a U.S. Best Guide rating of A-VII or better and be authorized to do business in the state in which the Restaurant is located. Currently we require the following minimum insurance:

1) All risk property insurance;

2) Business interruption insurance covering actual loss sustained or otherwise in an amount sufficient to cover all of your continuing payment obligations, specifically including but not limited to royalties, advertising fees and any other reoccurring amounts due to us under your Franchise Agreement;

3) Commercial general liability in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

4) Umbrella policy in an amount not less than $10,000,000;

5) Workers' compensation in amounts statutorily required by applicable state laws;

6) Cyber liability insurance in an amount not less than $1,000,000;

7) Employment Practices Insurance specifically covering liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, and with coverage extending to third party claims;

8) Other insurance required by the state or local authority; and

9) Any insurance coverage required by a lease relating to the Restaurant or Restaurant premises.

We recommend that you purchase various other insurance coverages, including trade name restoration insurance. If you choose to purchase trade name restoration insurance, we will require you to use the insurance company that we designate. Your insurance coverage must list us, our Parent, and our affiliates additional insureds as applicable.

Except as described above, there are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Restaurant that you currently must buy or lease from us (or an affiliate) or designated suppliers.

We estimate that your required purchases of equipment and supplies, and services, in accordance with our specifications or from our approved suppliers will represent approximately 89% to 92% of your total purchases in establishing your Restaurant and 93% to 95% of your total purchases in operating your Restaurant. Except as described above, we currently do not receive any rebate or other consideration from a designated supplier based on purchases of product or services by our franchisees, but we reserve the right to do so without any obligation to you.

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.

(1) Obligation	(2) Section(s) in Franchise Agreement and/or Development Agreement and/or other agreements	(3) Disclosure Document Item
a. Site selection and acquisition/lease	3(b) and 5 of Development Agreement; 7(b) of Franchise Agreement	8, 11 and 12
b. Pre-opening purchases/leases	6(a) and 7(b) of Franchise Agreement	5, 7, and 8
c. Site development and other pre-opening requirements	3 of Development Agreement; 6(a) and 7(a)-(c) of Franchise Agreement	5, 7, and 11
d. Initial and ongoing training	2 of Development Agreement; 6(a)(4), 6(a)(7), 6(b)(1)-(3), 7(d)(3), 7(d)(8), and 7(d)(10) and 7(d)(11) of Franchise Agreement	11
e. Opening	4(b) and 5 of Development Agreement; 7(d)(5)-(6) and Signature Page of Franchise Agreement	11
f. Fees	6, 10(b), and 15(e) of Development Agreement; 3, 6(a)(4)-(5), 6(b)(2)-(3), 7(d)(25), 7(d)(30), 8, 9(b)(3), 10, 11(b), 13(c)-(d), 13(f), 15, 17(d)(3), 25(g) and 25(j) of Franchise Agreement; Section 9 of IT Service and Support Agreement	5, 6, and 7
g. Compliance with standards and policies/operating manual	2(c)(2), 5, 6(a)(5), 6(b)(7), 7(b)(2), 7(c), 7(d)(7), 7(d)(8), 7(d)(13), 7(d)(16), 7(d)(18), 7(d)(20), 7(d)(22), 7(d)(27)(i), 11(b), 12(b), 13(b), 17(a), and 25(e) of Franchise Agreement	8 and 11
h. Trademarks and proprietary information	7(d)(8), 7(d)(13), 7(d)(16), 7(d)(29), 12, and 17(a)-(b) of Franchise Agreement	13
i. Restrictions on products/services offered	2(c), 5(a), 5(c), 7(d)(7), 7(d)(12), and 12(a)(3) of Franchise Agreement	8 and 16
j. Warranty and customer service requirements	7(d)(8) of Franchise Agreement	Not applicable

(1) Obligation	(2) Section(s) in Franchise Agreement and/or Development Agreement and/or other agreements	(3) Disclosure Document Item
k. Territorial development and sales quotas	4 and 7 of Development Agreement; 4 of Franchise Agreement	12
l. Ongoing product/service purchases	6(a)(2) and 7(d)(7) of Franchise Agreement	6, 8, and 16
m. Maintenance, appearance and remodeling requirements	5, 7(b)(2)-(3), 7(c), 7(d)(1), 7(d)(17)-(18), and 11(b) of Franchise Agreement	6, 11, and 17
n. Insurance	7(d)(27) of Franchise Agreement	6, 7, and 8
o. Advertising	7(d)(6), 7(d)(13)-(14), 8, 12(a)(10), and 13(b) of Franchise Agreement	6, 7, and 11
p. Indemnification	7(d)(28) of Franchise Agreement and 15(i) of Development Agreement	6
q. Owner's participation/ management/ staffing	6(a)(4), 7(d)(3), 7(d)(10) and 7(d)(11) of Franchise Agreement	11 and 15
r. Records and reports	7(d)(21)-(28), 8(b)(4), 12(a)(8), and 16(a)(6) of Franchise Agreement	6
s. Inspections and audits	3(b)(iii) of Development Agreement; 6(b)(5), 7(b)(2), 7(d)(19), 7(d)(25)-(26), and 8(a)(5) of Franchise Agreement.	6 and 11
t. Transfer	9(f) and 10 of Development Agreement; 6(a)(4)(iv), 7(b)(3), 13, and 22 of Franchise Agreement	17
u. Renewal	8 of Development Agreement; 11(b)-(e) of Franchise Agreement	17
v. Post-termination obligations	12(a)(ii) of Development Agreement; 7(d)(28), 12(a)(10), 12(b)(2), 12(b)(6), 17, and 18(a)(2) of Franchise Agreement	17
w. Non-competition covenants	12 of Development Agreement; 7(a)(4), 16(a)(7), and 18 of Franchise Agreement	15 and 17
x. Dispute resolution	14 and 15(e)-(g) of Development Agreement; 23 and 25(j)-(k) of Franchise Agreement	17
y. Security interest	18(f) of Franchise Agreement	Not applicable
z. Participation in gift card programs	7(d)(31) of Franchise Agreement	6, 8, and 11

ITEM 10
FINANCING

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

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

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

Pre-Opening Assistance. We provide you the following assistance before your Restaurant opens:

(1) We will designate the Territory for your Restaurant. We will also give you general guidelines to consider in identifying a potential site for your Restaurant and provide you with site selection assistance as we deem advisable, but the selection of a site is your responsibility. (Development Agreement, Section 3(a); Franchise Agreement, Section 6(a)(1))

(2) We give you a list describing the steps you and your architect and general contractor must follow to build out and equip your Restaurant. (Development Agreement, Section 3(b)(vi)-(ix)) The list includes specifications for the fixtures and equipment you must install in your Restaurant.

(3) We will evaluate and critique the written site proposals you submit for our consideration. We may, at our option, visit your development area to inspect the sites you propose. (Development Agreement, Section 3(b)(iii)) Whether or not we physically visit a proposed site, you may not proceed with negotiations to lease or purchase the site before we approve it.

(4) We provide you a Lease Rider containing provisions we require to be attached to every Restaurant lease. (Development Agreement, Section 3(b)(iii)) We may review the final draft of your Restaurant's lease to determine if it contains any terms of which we do not approve, but we have no responsibility for evaluating or advising you with respect to your lease. We will give you written authorization to sign your lease when we are satisfied with its terms. (Development Agreement, Section 3(b)(v) and (viii))

(5) You must submit to us a complete set of proposed construction documents. We will review the construction documents and your consultant must develop the documents in accordance with the standards and information we provide. The final construction documents are subject to our approval. (Development Agreement, Section 3(b)(vi)-(vii))

(6) We give you a list of any required furniture, fixtures and equipment that you must install in your Restaurant. If we require you to purchase such items from a pre-approved or designated distributor or supplier, we give you a list of pre-approved distributors and suppliers from which to purchase such items. (Franchise Agreement, Section 6(a)(2)

(7) We give you the names of any suppliers we have designated or approved for the supply of inventory and supplies for the Restaurant. (Franchise Agreement, Section 6(a)(3))

(8) Once you sign the Franchise Agreement we will loan you, or otherwise give you access to, one copy of the Manual and other relevant training materials. (Franchise Agreement, Section 6(a)(5)) The Manual always remains our property and must be kept inside the assigned location and in proper order at all times. You are required to hold the contents of the Manual in strict confidence. You may not disclose them to anyone other than your General Manager, executive management, supervisors and managerial-level employees of the Restaurant that need access to the information in the Manual to perform their job duties and who have agreed to hold the Manual and its contents in confidence. (Franchise Agreement, Section 12(b)) Exhibit K includes the Manual's Table of Contents as of the issuance date of this disclosure document and the number of pages devoted to particular subjects. The total number of pages in the Manual as of the issuance date of this disclosure document is 1494 (which could increase or decrease).

(9) We will advise you with planning a local program for publicizing and promoting your Restaurant's opening. (Franchise Agreement, Section 6(a)(6))

(10) We provide you (or, if you are a business entity, your Designated Principal or another individual approved by us to attend the initial training in lieu of your Designated Principal), your General Manager and your other salaried managers initial training at one or more of the Restaurants owned by us or our affiliates located in the Kansas City metropolitan area. The training program must be completed to our satisfaction by you or your Designated Principal, your General Manager and your other salaried managers no later than 30 days before the date your Restaurant begins operation. (Franchise Agreement, Section 6(a)(4))

(11) We provide a team of pre-opening trainers to assist you with your first four NRO's for one week before opening and one week after opening. We may provide an additional week of training support in circumstances where you and we agree that an additional week of support is necessary. If this Restaurant is your third or fourth Restaurant, we may allow you to offset a certain number of our hourly trainers that we require for such NRO by providing your own certified trainers. We may provide a pre-opening team to assist you for subsequent NROs, at your request, but we are not obligated to do so. (Franchise Agreement, Sections 6(a)(7), 6(b)(1))

Operational Assistance. We provide you the following assistance after your Restaurant opens:

(1) The pre-opening team provided to assist you with your first two new Restaurant openings will continue to assist you for one week after each of your first two Restaurant openings. We may, but are not obligated to, provide an extra week of opening assistance at your request if we agree such additional support is necessary. If this Restaurant is your third or subsequent Restaurant, we are not required to provide you with a pre-opening assistance team. (Franchise Agreement, Sections 6(a)(7), 6(b)(1))

(2) We will make available to you training programs and seminars and other related activities that we may conduct for our franchisees generally, some of which may be mandatory for you or certain of your personnel and may require payment of a fee. (Franchise Agreement, Section 6(b)(2))

(3) Subject to availability of trainers, we will provide additional on-site training at your Restaurant upon your request. You must pay our hourly training fee for each trainer as well as reimburse our costs and expenses incurred in connection with providing such additional training. (Franchise Agreement, Section 6(b)(3)) Our current hourly training fee is $250, and $350 per hour during weeks with a national holiday.

(4) We will maintain and administer the Ad Fund. Our costs and expenses incurred in connection with such administration may be paid out of the Ad Fund. (Franchise Agreement, Section 6(b)(4))

(5) We will occasionally send representatives to your Restaurant to conduct inspections to ensure you are complying with our standards. (Franchise Agreement, Section 6(b)(5))

(6) We will arrange for the production and distribution of our proprietary products used in the preparation of certain menu items. (Franchise Agreement, Section 6(b)(6)) Your failure to maintain a satisfactory payment history with your suppliers relieves us of any distribution obligations to you.

(7) We will give you access to additions and supplements to the Manual as they become available. (Franchise Agreement, Section 6(b)(7))

(8) If you comply with the Franchise Agreement's financial, operational, and reporting requirements, we will invite you to all conventions, seminars, and other franchisee-oriented functions we plan and sponsor and which are open to all of our franchisees generally. We may charge a fee to attend our annual convention to help defray the costs associated with the event. (Franchise Agreement, Section 6(b)(8))

(9) We will let you purchase equipment and inventory items from or through any distribution network we develop that includes your Territory. (Franchise Agreement, Section 6(b)(9))

Site Selection. The selection of a site is your responsibility. Unless we approve you or your employee for all work related to selecting and securing your Restaurant's site, you must use a licensed real estate broker that we approve for all work related to selecting and securing your Restaurant's site. We may require you to use our preferred broker in specific markets. Restaurant sites must be located inside the development area described in your Development Agreement. After you provide us written information about a potential location, we will evaluate that information and approve or disapprove the proposed site. Our review process may involve a physical site inspection. We are not obligated to approve or disapprove your site selection(s) within a specified time, but we will not unreasonably delay our review. We also will not unreasonably withhold our approval of a site. You have sole risk for your location's business and financial suitability. (Development Agreement, Section 3(b))

We will consider all factors that we deem relevant in evaluating a proposed Restaurant site, including (1) general location and neighborhood, (2) traffic patterns, (3) parking, (4) accessibility from adjacent streets, (5) the size, density, age, and income levels of the population in the surrounding area, including daytime worker population, (6) the character of existing buildings, (7) site visibility, (8) the traffic drivers of adjacent retailers and restaurants, (9) mobile data, (10) existing building size and lot size, (11) interior seating capacity, (12) patio seating capacity, and (13) signage visibility. If we and you do not agree on a site, you must continue looking for a site that we will approve. You must be aware of the deadlines in your Development Agreement because you have certain opening deadlines. If you fail to find an acceptable site, the Development Agreement may be terminated. We do not sign the Franchise Agreement until you find and secure an acceptable site. If you cannot find an acceptable site, you will lose the franchise fee for that franchise. We generally do not own your site and lease it to you.

The Development Agreement requires you to complete all of your development obligations by the Expiration Date that we insert on the Development Agreement's signature page before you sign it. (Development Agreement, Section 2) Additionally, you must sign a lease and open each Restaurant that you commit to open under a Development Agreement on or before the dates we specify in Exhibit B to your Development Agreement. (Development Agreement, Sections 3(b) and 4(b)) If you are unable to open a Restaurant by the required date specified in Exhibit B to your Development Agreement, you may apply for one 45-day extension of such date. (Development Agreement, Section 5) We will only grant the 45-day extension described in your Development Agreement if we determine that you have made a good faith effort to comply with your development obligations but have experienced delays beyond your control. (Development Agreement, Section 5(a))

We sign the Franchise Agreement only after you have signed your Restaurant's lease. Unless you are approved to do otherwise, you must use a licensed and experienced real estate attorney to negotiate the lease for your Restaurant. The lease must have our required form of Lease Rider attached to it. (Development Agreement, Section 3(b)) The Franchise Agreement requires you to open your Restaurant on or before the Scheduled Opening Date we insert on the Franchise Agreement's signature page. (Franchise Agreement, Section 7(d)(5)) We calculate the Scheduled Opening Date by estimating the time it will take you to finish out your Restaurant.

Typical Time Before Opening. The length of time between execution of the Development Agreement and the opening of your first Restaurant typically is 9 to 12 months. Factors affecting this length of time include the selection, approval, and leasing of the Restaurant's site, time required to obtain necessary permits, construction or remodeling of the facility, local ordinance and/or building code compliance, installation of equipment and signs, completion of our training program, delivery and stocking of inventory, and force majeure events that may arise outside of your control.

Advertising and Development Fund. We have created and established an Advertising and Development Fund (the "Ad Fund") to advertise the System and the products offered by Hawaiian Bros Island Grill locations on a regional or national basis. We may unilaterally require you to contribute to the Ad Fund at a rate that, when combined with any required minimum local advertising spend, does not exceed 4% of Gross Sales. Currently, the combined Ad Fund contribution rate and minimum local advertising spend is 4% of Gross Sales. You and other franchisees operating a Restaurant in the System are currently required to contribute 3% of Gross Sales to the Ad Fund. Our affiliates that operate Restaurants in the System are currently not required to contribute to the Ad Fund, but may contribute in the future. (Franchise Agreement, Section 8(a)(1))

We direct all advertising and promotions that the Ad Fund finances, with sole control over the creative concepts, graphics, materials, communications media, and endorsements used and their geographic, market, and media placement and allocation. The Ad Fund may pay for creating, preparing, and producing video, audio, and written materials, graphics, and electronic media; developing, implementing, operating, and maintaining a Hawaiian Bros Island Grill Website, App, Intranet and/or related strategies; administering national, regional, multi-regional, and local advertising and promotions, including purchasing media advertising, conducting direct mail and other direct marketing campaigns, doing on-line Internet advertising and marketing; conducting research and other advertising and promotions tactics; using advertising, promotions, customer relation management, graphic design, marketing, and research agencies and other advisors to provide assistance; supporting public relations, market research, customer satisfaction surveys, and other advertising, promotions, and research activities; paying dues for membership and participation in franchising and industry associations; paying third-party vendors to customize advertising and promotions materials for in-restaurant and local use by franchisees; creating or placing advertisement for solicitation of franchisees; and engaging in other brand enhancement activities. (Franchise Agreement, Section 8(a)(2))

We will account for the Ad Fund separately from our other monies (although we need not keep Ad Fund contributions in a separate bank account) and not use the Ad Fund for our general operating expenses. However, we may use the Ad Fund to pay the salaries and benefits of personnel who manage and administer the Ad Fund and work on Ad Fund business; the Ad Fund's other administrative costs; travel expenses of personnel while they are on Ad Fund business; meeting costs, including franchisee conferences; overhead relating to Ad Fund business; a management fee for us (or an affiliate); and other expenses that we incur in activities reasonably related to administering or directing the Ad Fund and its programs and collecting and accounting for Ad Fund contributions, including taxes we must pay on Ad Fund contributions we receive, conducting market research, public relations, and creating, preparing, and producing advertising, promotions, and marketing materials. (Franchise Agreement, Section 8(a)(3))

The Ad Fund may spend in any fiscal year more or less than the total Ad Fund contributions in that year or the unspent contributions then available in the Ad Fund (if rolled over from a previous year), borrow from us or our affiliates to cover deficits, or invest any surplus for future use. At the end of our fiscal year, unused Ad Fund contributions will roll over for use during the following fiscal year. (Franchise Agreement, Section 8(a)(4))

Currently the Ad Fund is not audited. We are not required to account to franchisees for the way we spend Ad Fund contributions, and we do not make financial statements of the fund available for your review.

We have no obligation to you to ensure that Ad Fund expenditures in the geographic area of your Restaurant are proportionate or equivalent to Ad Fund contributions by Restaurants operating in that geographic area. We also have no obligation to spend any specific amount on advertising in your market area or to ensure that your Restaurant benefits directly or in proportion to your Ad Fund contributions. (Franchise Agreement, Section 8(a)(6)) We have no fiduciary obligation to you for administering the Ad Fund or any other reason. (Franchise Agreement, Section 8(a)(6)) We intend the Ad Fund to maximize recognition, and enhance system protection, of the Marks and increase patronage of Restaurants.

We have the right to defer or reduce contributions to the Ad Fund for a franchisee or particular Restaurant at our discretion. We may also reduce the required Ad Fund contribution or suspend Ad Fund operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Ad Fund if we provide you with 30 days' advance notice. If we terminate the Ad Fund, we have the option to spend all remaining Ad Fund monies on permitted advertising and promotions activities or distribute all unspent monies to Ad Fund contributors in proportion to their respective Ad Fund contributions during the preceding fiscal year. (Franchise Agreement, Section 8(a)(8))

We currently use a full service advertising and digital marketing agency to create our advertising and promotional materials. Advertising may be disseminated through the Internet, social media, radio, print and television media on a local, regional or national basis.

We may structure the Ad Fund's organization and administration in ways that we believe will most effectively accomplish the Ad Fund's objectives. We may organize or reorganize the Ad Fund into whatever entity we deem appropriate and transfer the Ad Fund's assets to the entity. If we establish a separate or new entity to administer the Ad Fund, you must become a member of the entity and sign a participation agreement and take the other steps we specify. (Franchise Agreement, Section 8(a)(9))

During our most recently concluded fiscal year 75% of the Ad Fund contributions were spent on paid media, 10% on administrative expenses, and 15% on production. We do not use Ad Fund contributions principally to solicit new franchise sales.

Local Advertising. You must spend the percentage of your Gross Sales that we designate on local advertising and promotions, up to a total of 4% of Gross Sales when combined with your Ad Fund contribution rate. We currently require that 1% of your Gross Sales be spent on local advertising and promotions. Expenditures for marketing placement on third party delivery service provider (DSP) channels do not count toward your required 1% local advertising spend. We have the right to unilaterally increase the percentage of Gross Sales that you must spend on local advertising as long as such increased percentage, when combined with your Ad Fund contribution rate, does not exceed 4% of Gross Sales. We have the right to establish and implement mandatory standards and/or an approval or audit process for any advertising or advertising materials that you propose using to advertise your Restaurant, and you must comply with any such standards or process. Any advertising and promotional materials that you use in connection with advertising your restaurant business will become our property. We do not currently require you to submit your local advertising to us for pre-approval, but your advertising materials must comply with any specifications that we issue from time to time for use of the Hawaiian Bros® Island Grill trademark and other marks that are licensed to you for use in connection with the operation of your Restaurant. We may require you to use the advertising materials we create. (Franchise Agreement, Section 8(b))

Grand Opening Campaign. You will conduct an advertising campaign promoting and announcing the grand opening of your Restaurant. Your grand opening campaign must be conducted in the manner and during the period of time that we specify or otherwise approve in connection with the opening of your Restaurant. Your grand opening campaign program and materials are developed by our approved vendors in cooperation with us. We will determine the minimum amount that you must spend on your grand opening campaign based on such factors as we determine relevant, which may include the age of the market, grand opening campaigns conducted by similarly-situated franchisees, and whether the Restaurant is located in a geographic area with a local area cooperative. The minimum amount you must spend on your grand opening campaign will be specified in your Franchise Agreement. We do not count expenditures for marketing placement on third-party delivery service provider channels toward the minimum amount you are required to spend on your Grand Opening Campaign. (Franchise Agreement, Sections 6(a)(6) and 7(d)(6))

Special Promotional Programs. We may periodically develop special advertising promotions or programs, including digital or social media promotional campaigns and special price promotions, designed to enhance the collective success of the System. These special promotional campaigns may be local, regional, or national in nature. You must participate in all advertising promotions in your area according to the terms and conditions we establish for these special programs. We also may create programs for loyalty and retention, gift cards, coupons, and vouchers. If we mandate a program, you must participate fully in that program. You must use the local advertising agency we designate and the advertising materials we create for any System-wide advertising campaigns or promotions. (Franchise Agreement, Sections 7(d)(31) and 8(b)(3))

Advertising Cooperatives. We may designate any geographic area in which two or more Restaurants are located as a region for purposes of establishing an area advertising cooperative. We also may approve of the formation of an area advertising cooperative by two or more of our franchisees. All operators of Restaurants located within the geographic area of an advertising cooperative, including us or our affiliates, must join and participate in the advertising cooperative. Each cooperative's members will set their own contribution rate for the cooperative, but we have the right to review each cooperative's contribution rate on an annual basis. If a cooperative's contribution rate exceeds the required minimum local advertising spend, your excess contributions will not count toward your Ad Fund contribution rate or any contributions in any time period. The members of an advertising cooperative will administer the cooperative; we will step in only to resolve disputes the members cannot settle in 45 days. We have the right to review and approve all governing documents for an area advertising cooperative. We can change, dissolve, or merge any cooperatives. We currently do not have any advertising cooperatives. (Franchise Agreement, Section 8(c))

Internet and Social Media Advertising. We advertise Hawaiian Bros Island Grill products, services, and Restaurants through a Website we maintain at https://hawaiianbros.com. We have sole discretion and control over the Website's design and contents and we may dismantle it at any time. We have the right to identify your Restaurant on the Website by name, address, telephone number, and e-mail address. Except as we may permit under a written policy or with our express written consent, you have no license or right to use the Hawaiian Bros Island Grill trademark or any other trademarks we license to you under the Franchise Agreement on or in connection with the Internet or social media. (Franchise Agreement, Section 9(a)).

Computer Hardware and Software. The Franchise Agreement obligates you to install an electronic information system equipped and configured to our specifications. (Franchise Agreement, Sections 5(b) and 7(d)(22)). Your system must comply with and maintain established network security standards, including PCI compliance, and you are required to have a cyber/network security and PCI compliance service provider for each location, which is estimated to cost $750 to $1,000 per month per Restaurant. Your system must be configured to enable you to record and store financial information in the way we

specify and enable us to communicate directly with your system. We have unlimited, independent access to all information on the system, excluding employee or employment-related information. We poll our franchisees' cash registers regularly, and you must allow us to maintain continual access to your POS System. The system tracks your sales. (Franchise Agreement, Section 7(d)(23))

We currently require each Restaurant to install a Toast electronic point-of-sale system ("POS System"). Components of the POS System must be purchased from Toast and other required suppliers and include the following:

- Kiosk technology (3 to 6 stations)
- Drive through cashier technology (2 to 4 stations)
- Toast handheld ordering devices (4 to 8)
- Kitchen station technology (3 screens and 1 printer per line)
- Cabling, plus network, wi-fi and internet equipment and cabinetry as specified in the current Network Requirements Diagram
- Two distinctly different internet services/providers, each with adequate bandwidth to serve as primary internet service for the Point of Sale and store systems.
- Drive thru timing, communications, and ordering technology as specified in the current Drive-thru Technology Requirements Diagram

We provide our Technology Core Systems Configuration and Support program for the support of certain aspects of core technology systems used by the System via the IT Services and Support Agreement, including: point-of-sale, food cost and inventory management and ordering, drive-thru communications and automation, store audio program, internet phone service and hardware, online and mobile ordering, loyalty and gift card processing, third-party ordering aggregation, third-party delivery services, and catering delivery services. You are required to participate in such program, to sign the IT Services and Support Agreement, and to pay us the IT Services and Support Fee disclosed in Item 6.

Neither we nor any affiliate has any obligation to provide ongoing maintenance, repairs, upgrades, updates or similar support services for your computer system, other than the services we provide under the IT Services and Support Agreement. On-going help desk and hardware support of your POS System are provided by Toast and other cloud-based solutions partners, and covered by the monthly subscription fees paid for the Toast system. The typical monthly Toast subscription fees are between $1,000 and $1,200. We estimate the annual costs for any optional or required maintenance, updating, upgrading, and support contracts for your computer system to be $15,600 to $18,000.

We will provide you with a minimum recommended list of tablets, laptops, and office printer to purchase for your Restaurant. You will self-source any additional hardware required for other solutions such as online ordering, food cost management and product ordering, timekeeping and labor and other store level functionality based on our recommended minimum list of tablets, laptops, and other hardware required. In many cases, a device can be used for multiple solutions with the exception of certain dedicated devices such as the timeclock tablet.

We reserve the right and discretion to modify the equipment standards to require new or different electronic data processing and communications equipment and facilities, and you must update or upgrade your computer hardware, software, and other information systems at our request. (Franchise Agreement, Section 5(b)) There is no limit on the frequency with which we can require you to purchase, update or upgrade your equipment, hardware, software or information systems or on the costs you may incur in connection with your obligations to purchase, update and upgrade your equipment, hardware, software or information systems.

We may establish an intranet system or other communications network through which we can communicate with our franchisees. We may also establish policies for use of the intranet system or other communications network and you will be required to sign and agree to abide by any such policies, which may include, among other things, a privacy policy and terms of use. We may access and view all communications posted on or transmitted via any intranet system or communications network that we establish and all communications that are posted to it will become our property. Upon receipt of notice from us that an intranet system or other communications network has become functional, you must purchase and install all necessary additions to your computer system and establish and maintain electronic connection with the intranet or other network that allows us to communicate with you through the system. (Franchise Agreement, Section 9(b)).

Orientation and Training Programs. We require your Designated Principal, and any of your other Controlling Principals that we designate, to complete a Hawaiian Bros orientation program within two months of signing a Development Agreement, and before assuming control of any Restaurant. (Development Agreement, Section 2). The orientation activities are separate from the required restaurant training, both of which are described in the table below. The orientation program includes approximately 16 hours of orientation and onboarding, two days of which are located at a designated Restaurant location and/or any other designated facility in the Kansas City metropolitan area, where you will meet Hawaiian Bros leadership and begin to learn requirements, systems and processes to become a Hawaiian Bros franchisee.

We will also provide restaurant training to your Designated Principal, any other Controlling Principal that we may require to complete such training, and all of your salaried managers, including General Manager and Assistant General Manager. All of your salaried managers will be required to complete the designated training program to our satisfaction and become certified by Hawaiian Bros training department. (Franchise Agreement, Section 6(a)(4)(i)).

Training is conducted by our training team and other qualified personnel that we designate from time to time. Our training leadership currently includes Melissa Osborne, Senior Manager, NRO Training, who assumed leadership of the NRO training function in May 2025.

The following table describes our current Hawaiian Bros Restaurant initial training program. The times indicated in the Hours of Training columns are estimates; we plan to spend as much or little time on a particular topic as our students need to master it. We use the Manual, menus, and other training aids during the initial training program.

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TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location*
Orientation Program			
Orientation and Onboarding	0	16	Hawaiian Bros Restaurant or other designated facility in the Kansas City, Missouri metropolitan area and video conference calls
Restaurant Training Program			
Week 1 - Position Training - Orientation, Prep & Customer Service, Prep, Dish, Customer Service & Panning, Assembly Line (Plating)	5	40	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 2 - Position Training - Rice Prep & Chicken Load/Cut, Chicken Grill, Drive Thru Window & Chicken Grill, Rice, Veggie Station & Closing Procedures, Assembly Line (Plating)	1	45	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 3 - Admin Training - Harri & Timekeeping, Labor Scheduling, HME & Learning Management System, Crunchtime	3	43	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 4 - Lead Position Training - Production & Assembly Leadership, Food Cost Variance, Pre Flight Checklists, Closing Procedures, time and temperature controls, Manager Meetings	3	45	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 5 - Manager on Duty Training - Closing Inventory, Payroll, Redbook, Truck Order, Prep Sheets, Pre-Flight Checklist, Critical Path, Deployment Chart, Today's Scorecard, Shift Meeting, Time and Temperature Control, Manager on Duty role & responsibilities during shift Harri - New Applicants Achieving scorecard expectations Learning Management System Course: L.A.S.T. Begin All State Harassment training in Paylocity (1 hr) Schedule CPR/First Aid training & certification EcoSure audit review & all violations, 86 repairs, Harri- terminating Utilizing Merchant Centric HarriLive App Fintwist Paycards TeamLive App Importance of daily, weekly, monthly cleaning checklist	5	40	Approved Company Owned Restaurant in Kansas City, online training and systems learning

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location*
Week 6 - Manager on Duty Training - Employee Benefits, EcoSure audit review & all violations, managing employee status in Paylocity, Crunchtime- sales forecasting, inventory, Film Room call, Risk Management & Incident reporting, Harri- posting jobs, onboarding, E-Verify, My Team , Harri Work Opportunity Tax Credit (WOTC)	10	40	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 7 - Manager on Duty Training - MOD Training - Schedule Taylor machine cleaning & maintenance, schedule Aloha Learning Day, Best practices for Drive Thru times & transactions, Mystery Shops & reviews, EcoSure Audit review & all violations, Managing chicken loads & waste, Managing discounts & refunds, counting cash drawers & afternoon skims, 86ing Items in TOAST and Third Party Delivery Order Platform , Review EZCater process & orders for catering, time punch management daily	10	40	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Week 8- Manager on Duty Training & Validation - ServSafe Certification**, Harri/TeamLive Merchant Centric Loomis Order/Cash Handling Soft Serve Machine Cleaning/Maintenance Crunchtime/Ordering Level X Meeting/Scorecard Apparel Ordering/Marketing Portal Managing Third Party Platform Payroll CPR/First Aid Certification Anti-Harassment training, all state minimum Aloha Learning Day Production Lead and Assembly Lead Validation Pre-Flight Checklist/MOD Critical Path	10	40	Approved Company Owned Restaurant in Kansas City, online training and systems learning
Total Hours	47	349	

No later than 30 days before the date your Restaurant begins operation, your Designated Principal, the General Manager and your salaried managers that will have authority over the Restaurant's operations must attend and complete, to our satisfaction, our initial restaurant training program. Additionally, we currently require each of your Controlling Principals (other than your Designated Principal) to attend and satisfactorily complete a minimum of three days of position training and up to two weeks of manager on duty training, and we may require any of your Controlling Principals to complete the full initial training program depending on their position and role within your organization. Initial training programs will be offered at various times designated by us depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new locations being opened and the timing of the scheduled openings of locations.

Instructors and training materials for the initial training of your Designated Principal, any other Controlling Principal we designate, and all your salaried managers including General Manager and

Assistant General Manager, is included in the initial franchise fee, but you must pay the travel and lodging expenses incurred by you and your trainees while attending training. We will determine whether your Designated Principal and any other Controlling Principal that we require to complete initial training, and all of your salaried managers including General Manager and Assistant General Manager have satisfactorily completed initial training. If your Designated Principal or any other required Controlling Principal, and all your salaried managers including General Manager and Assistant General Manager do not complete the initial training course to our satisfaction, they must re-take the training program at your expense. We will charge you a fee of $3,500 for any re-training of your Designated Principal, other Controlling Principals, your General Manager or any of your other salaried managers. If your Designated Principal or any other Controlling Principal that we require to complete initial training, and your General Manager, do not successfully complete the training program (or portion required to be completed by such individual) a second time, we may terminate your Franchise Agreement. We have the right to postpone the Restaurant's opening until your General Manager and one other qualified salaried manager have satisfactorily completed our initial training program.

Any Designated Principal, and all of your salaried managers, including General Manager and Assistant General Manager, subsequently designated by you must also receive and complete the initial training to our satisfaction, even if this requires sending that manager to our initial training program, at your expense. We reserve the right to charge you our initial training fee if we provide initial training to a replacement or successor employee (see Item 6). You must also pay for all expenses you or your Designated Principal, all your salaried managers including General Manager and Assistant General Manager, and other personnel incur for any training program, including costs of travel, lodging, meals and wages.

As noted in Item 5, we provide a pre-opening team to assist you with your first four new NROs developed in accordance with your Development Agreement for two (2) weeks (one (1) week before and one (1) week after opening). We may provide an additional week of training support in circumstances where you and we agree that an additional week of support is required. In connection with the NRO support, you are required to reimburse us as disclosed in Item 5. NRO assistance includes consulting with you to review building blueprints to determine locations and amount of equipment required; providing ordering assistance with vendor partners; providing technology installation consultation and communication with third-party technology vendor partners for wiring, internet provisioning, equipment staging, site prep, installation and testing; and providing onsite support during scheduled training days and opening day.

The size and composition of our NRO training team is determined by the number of planned opening hires for each Restaurant. Planned opening hire count serves as the primary sizing variable because it is available early in the planning process and naturally reflects the format, footprint, and operational complexity of each opening. The table below describes the NRO training team sizing tiers and the lead type required at each tier.

NRO Training Team Sizing by Planned Opening Hire Count

Use planned opening hire count to determine training team size and lead type required.

Hire Count	Format Type	Tier	Trainers	Team Size	Lead Required
20 or fewer	Ghost Kitchen	Tier 1	2	3 total	Lead Trainer or NRO TM
21 to 35	Digital Kitchen, small inline	Tier 2	4	5 total	Lead Trainer or NRO TM
36 to 50	Mid-size inline or end-cap	Tier 3	6	7 total	NRO Training Manager

Hire Count	Format Type	Tier	Trainers	Team Size	Lead Required
51 to 65	End-cap with drive-through	Tier 4	8	9 total	NRO Training Manager
66 to 80	Full format, standard	Tier 5	10	11 total	NRO Training Manager
More than 80	Certified Training Location or flagship	Tier 5+	10	11 total	NRO Training Manager

An NRO Training Manager is required at 36 or more planned opening hires, which is the threshold at which Restaurants are most likely to reach $150,000 or more in opening week revenue.

All NRO assistance is subject to the training team's availability. We may agree to provide additional NRO assistance to you upon your request, but we are not obligated to do so.

Training Manager certification is a minimum of 6 months with a maximum of 8 months, depending on the NRO schedule. To become a certified Training Manager, your manager must complete, to our satisfaction, eight weeks of Manager in Training (MIT) training at a certified training location, and a minimum of three NROs with one of our Senior Managers of Training or our Director of Restaurant Training. Training Manager certification incudes (i) planning calls with one of our Senior Managers of Training to be held approximately 45, 30, and 15 days before each of your NROs; (ii) shadowing one of our Senior Managers of Training during one of your NROs (11 days total); (iii) working side-by-side with one of our Senior Managers of Training during one of your NROs (17 days total); and (iv) leading one of your NROs with completion to the satisfaction of our Director of Restaurant Training (17 days total). The schedule for becoming a certified Training Manager is based on your scheduled Restaurant opening dates and generally requires three to eight months depending on your NRO schedule.

We may require supplemental or refresher training or recertification examination for you and your managers at your expense. If you propose to sell or transfer a Restaurant, we require any new owner designated as the Designated Principal for the transferee, any new General Manager of a Restaurant, or any new salaried managers of a Restaurant to complete our initial training program before the transfer or sale occurs. (§6(a)(4) of the Franchise Agreement)

Subject to availability of trainers, we will provide additional on-site training at your Restaurant upon your request. You must pay our hourly training fee for each trainer as well as reimburse our costs and expenses incurred in connection with providing such additional training. (Franchise Agreement, Section 6(b)(3)) Our current hourly training fee is $250, and $350 per hour during weeks with a national holiday.

You will be required to utilize and access Hawaiian Bros on-line training programs through our learning management system, and any other on-going Restaurant training programs implemented by us or our affiliates, to enhance your Restaurant crew member training at your expense.

John Nelson, SVP, Chief People Officer of our Parent, is responsible for leading our franchise training program. He has more than 35 years of experience in operations and concessions, and has served in numerous roles from Resource Consultant to most recently SVP, Chief People Officer by our affiliate since May 2024.

ITEM 12
TERRITORY

Development Agreement Provisions. We call the geographic boundaries in which you may locate your Restaurant the "Development Area". Your Development Area will be specified in the Development Agreement and will depend on the availability of contiguous markets, our long range development plans, your financial and operational resources, population and market conditions, and other demographic features of the locale in which you want to locate your Restaurant. Your Development Area is typically described in terms of municipal or county boundaries, but it may be defined as a specified trade area or sector within a municipality. Our designation of a particular Development Area is not an assurance that there are a sufficient number of suitable sites for locations in the Development Area for you to meet your development obligations. The responsibility to locate and prepare a sufficient number of suitable sites is solely yours and we have no obligation to approve sites that do not meet our criteria so that you can meet your development obligations.

We will designate the Development Area in which you may develop and open one or more Restaurants in your Development Agreement. You may apply to develop and operate more than one Restaurant and, if you satisfy our application requirements for a multi-unit operator, we will discuss and jointly decide on the number of Restaurants you can develop under your Development Agreement. The Development Agreement contains no provision permitting us to change your Development Area during the term of your Development Agreement (unless you are in default). The Development Area in all cases excludes any and all "non-traditional venues" physically located within the Development Area, which we define to include a hospital or medical center, airport, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, ballpark, military base, state or national park, hotel, lodge, country club, social club, resort, casino, theater or other mass gathering location or event. This means that all such non-traditional venues will not be deemed to be a part of the definition of the Development Area, you may not operate at non-traditional venues, and there are no restrictions on our activities in or at those non-traditional venues, including our right to operate and grant others the right to engage in foodservice operations at those non-traditional venues under the Hawaiian Bros Island Grill trademark or other Marks that we have licensed to you. For this reason, 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.

Your Development Agreement will contain a schedule of the dates by which you must open each Restaurant to be developed under the Development Agreement. The Development Agreement requires you to sign a separate Franchise Agreement for each Restaurant. The first Franchise Agreement you sign will be substantially the same form of Franchise Agreement that was disclosed in the disclosure document you received before signing the Development Agreement, but all additional Franchise Agreements you sign for additional Hawaiian Bros Island Grill Restaurants will be our then-current form of Franchise Agreement. That form may differ from the form of Franchise Agreement included in this disclosure document. The Development Agreement only governs your development rights; it grants no operating rights and is not the equivalent of a franchise for the Development Area. Your failure to adhere to the Development Agreement's development schedule will be an event of default under the Development Agreement.

While your Development Agreement remains in effect, and assuming you are not in default, we will not grant anyone else the right to develop or operate a Restaurant in your Development Area (again, there are no restrictions on us in or at non-traditional venues physically located in the Development Area). We define a Restaurant in the Development Agreement to be a retail establishment at a fixed (permanent) location that operates on a continuous, year-round basis. You will not have any competitive protection from Special Outlets, that we, our affiliates or another franchisee develops or operates in your Development Area. We define Special Outlets as a ghost kitchen, a kiosk, a food truck, a temporary or seasonal booth, or

similar installation that is operated under the Hawaiian Bros Island Grill trade name and which may serve some or all of the same products and services as a Restaurant. The term also includes a mobile dispensing unit, such as a cart or customized RV, operated under the Hawaiian Bros Island Grill trade name.

Your competitive protection as a developer relates only to retail establishments operating under the Hawaiian Bros Island Grill trade name (with the exceptions noted above). The Development Agreement imposes no restrictions on our right to operate or franchise establishments operating under different trade names or to offer our proprietary products or Hawaiian Bros Island Grill merchandise through department stores, supermarkets, similar establishments, and other distribution channels. We and our affiliates have the right to operate, franchise, license, and otherwise permit restaurants, other retail establishments, and any other distribution channel under trademarks and brand names other than the Hawaiian Bros Island Grill trademark, whether located or operating inside or outside the Development Area, even if these restaurants, other retail establishments, and distribution channels offer and sell the same products and services your Restaurant(s) sell. Your competitive protection as a developer also does not prohibit or restrict us and our affiliates from engaging in any and all of the activities that we are otherwise permitted to engage in under the Franchise Agreement. We are not obligated to compensate you for any of these activities.

If you default under your Development Agreement, we may eliminate your protected development rights in the Development Area (in which case we may develop and allow others to develop Restaurants in the Development Area); decrease the number of Restaurants to be developed under the development schedule; reduce the size of the Development Area; and/or terminate all of your rights under the Development Agreement. We may choose the option or options we prefer. We may, but we are not obligated to, offer you an opportunity to cure a default under your Development Agreement.

After your Development Agreement expires or terminates, your right to develop Restaurants in the Development Area ends. We then may grant development rights and Restaurant franchises to others in the Development Area and may open our own Restaurants there. Expiration or termination of your development rights does not affect the status of your franchise for any Restaurant you are operating when the Development Agreement expires or terminates. You have a conditional right to renew the right to develop more Restaurants in the Development Area under a new Development Agreement if you meet the following conditions: you opened all the Restaurants in the original Development Agreement in compliance with the schedule; you did not default under the Development Agreement; you are operating all of your Restaurants in substantial compliance with their Franchise Agreements; you financially qualify to develop the number of Restaurants proposed; you notify us of your request to renew at least 60 days before the date you are required to sign the lease for the last Restaurant under your original Development Agreement; and you sign the new Development Agreement, pay us the new development fee and deliver to us a release of all claims by you and your affiliates, all within 20 calendar days (but not sooner than 15 days) after we send the new Development Agreement to you.

Franchise Agreement Provisions. The Franchise Agreement provides you with limited competitive protection within a three-mile radius around your Restaurant that we call the "Territory", except that we do not grant any Territory protection for a Restaurant that is located in a densely populated metropolitan area. If you are granted a Territory, we will not open or grant a franchise for another Restaurant that is physically located in the Territory. A Restaurant's Territory might not always be completely inside the Development Area we assign in the Development Agreement. In all cases, a franchisee's Territory excludes nontraditional venues physically located within the Territory, meaning that all such non-traditional venues will not be deemed to be a part of the definition of the Territory and there are no restrictions on our activities in or at those non-traditional venues, including our right to operate and grant others the right to engage in foodservice operations at such non-traditional venues under the Hawaiian Bros Island Grill trade name or other Marks that we have licensed to you. Additionally, the Franchise Agreement provides you no competitive protection from Hawaiian Bros Island Grill-brand competitors located outside the physical

boundary of your Restaurant's Territory, whether or not these competitors market Hawaiian Bros Island Grill-brand products and services in, provide catering or delivery service in, or draw customers from your Territory using any channel of distribution. For these reasons, 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.

The competitive protection the Franchise Agreement provides relates to Restaurants operating at a fixed (permanent) location on a continuous, year-round basis under the Hawaiian Bros Island Grill trade name (but not operations at non-traditional venues). You will not have any competitive protection from Special Outlets that we, our affiliates or another franchisee develops or operates in your Territory. We are free to operate a Special Outlet or to grant to whoever satisfies our standards a franchise or license for a Special Outlet in your Territory.

The Franchise Agreement expressly permits us and our affiliates to operate, franchise, license, and otherwise permit restaurants, other retail establishments, and any other distribution channel under trademarks and brand names other than the Hawaiian Bros Island Grill trademark, whether located or operating inside or outside the Territory, even if these restaurants, other retail establishments, and distribution channels offer and sell the same products and services your Restaurant sells.

The Franchise Agreement expressly permits us and our affiliates to market our proprietary products and merchandise into your Restaurant's Territory through catalogues, Internet Websites, telemarketing campaigns, and other direct-order techniques. The Franchise Agreement also expressly permits us and our affiliates to distribute our proprietary products and memorabilia to or through commercial establishments that are not affiliated with the System. These establishments may operate inside your Restaurant's Territory; there are no geographic limitations on the territory in which we or our affiliates may distribute proprietary products, memorabilia or merchandise to non-affiliated commercial establishments. We have no obligation to compensate you for any of these activities.

Continuation of the competitive protection the Franchise Agreement provides in your Restaurant's Territory does not depend on your achieving or satisfying contingencies such as sales volumes, market penetration, or other goals.

You may advertise your Restaurant outside of its Territory, but may not without our prior written consent sell products through any distribution channel (such as the Internet, catalogs, telemarketing, or other direct marketing) other than at your Restaurant. We may require you to offer catering services from your Restaurant, and you may choose to offer catering services from your Restaurant. All catering services are subject to and must be provided in compliance with the limitations, parameters and procedures applicable to catering set forth in the Manual. You are required to offer third party delivery services from your Restaurant and you must comply with our delivery standards and procedures, which we have the right to establish and modify from time to time. There are currently no restrictions on the retail customers that you may serve from your Restaurant, but we have the right to designate or approve the boundaries in which you may offer delivery services from your Restaurant.

The Franchise Agreement does not allow you to open more than one Restaurant in your Territory without our permission. If we give you permission and you or your affiliate owns or operates any other Restaurant in the territory of another Restaurant owned or operated by you, then you will not have any territory protection from such other Restaurant, even if there is a future change to the owner or operator of the Restaurant. The Franchise Agreement grants you the right to operate one Restaurant at a specific location that is found and secured in compliance with the terms of the Development Agreement as described above.

You may not relocate the Restaurant to new premises without our prior written consent, which we may grant or deny as we deem best. We may condition our consent, if any, of your relocation request on the new premises being located in the Territory and not infringing another Restaurant's protected territory; the new premises and its lease being acceptable to us; you paying us a non-refundable relocation fee of $7,500, which amount we may adjust from time to time by the percentage change in the Consumer Price Index we select; your confirming that your Franchise Agreement remains in effect and governs your operation of the Restaurant at the new premises with no change in the term or, at our option, your signing our then-current form of Franchise Agreement to govern your operation of the Restaurant at the new premises for a new franchise term; your signing a general release; your continuing to operate the Restaurant at its original location until we authorize its closure; and your taking all action at your own expense to de-brand and de-identify the Restaurant's former premises. If we approve the relocation, the documents that we and you sign in connection with the relocation will describe the Restaurant's new Territory. Your proposed relocation of the Restaurant outside the Territory (if approved) would be treated as your acquisition of a new franchise rather than a relocation.

The Franchise Agreement grants you no options, rights of first refusal, or similar rights to acquire additional franchises within or contiguous to your Restaurant's Territory. The Development Agreement alone embodies additional development and franchise acquisition rights.

We have no right to change your Territory during the term of your Franchise Agreement.

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ITEM 13
TRADEMARKS

We authorize you in the Franchise Agreement to operate a franchise under the principal trademark Hawaiian Bros® Island Grill and under any other trade names, trademarks, service marks, logos and slogans that we adopt to identify the Hawaiian Bros franchise system or the products and services the Restaurants offer (the "Marks"). Our Parent owns the following Marks registered on the principal register or the supplemental register of the United States Patent and Trademark Office ("USPTO") as noted below:

MARK	REGISTRATION DATE	REGISTRATION NUMBER	PRINCIPAL OR SUPPLEMENTAL REGISTER
	March 15, 2022	6670846	Principal
	June 8, 2021	6382084	Principal
	September 29, 2020	6163257	Principal
HAWAIIAN BROS	September 24, 2024	7514256	Principal
HOME OF THE PLATE LUNCH	February 11, 2025	7684418	Principal
H BROS	September 24, 2024	7514257	Principal

All required affidavits for the above Marks have been filed.

The Marks are our Parent's valuable property. We or our affiliates are the owner of all right, title and interest in and to the Marks and all past, present, or future goodwill of the Restaurant and of the business conducted that is associated with or attributable to the Marks. Your use of the Marks will inure to our benefit or the benefit of our affiliates. You may not engage in any conduct that would infringe upon, harm or contest our rights in the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner.

You may not use or permit others to use any trademarks, trade names, logos, service marks or any other names or marks in connection with your Restaurant except those we authorize or direct in writing. You may use the Marks only in the form and manner we prescribe in writing, and only in connection with the products and services that we specify. You must comply with all trademark, trade name and service mark notice marking requirements.

You must conduct the operations of your Restaurant under the Hawaiian Bros Island Grill trade name unless otherwise approved by us in writing. You may not use the words "Hawaiian Bros Island Grill"

or any other Mark designated by us for the System as part of the corporate or other legal name of your business entity.

If any person infringes the Marks or challenges your use or our use or ownership of the Marks, we will have sole control of all litigation and other proceedings, and we have the sole right and discretion to determine whether suit or other proceedings will be instituted, prosecuted or settled, the terms of settlement, and whether any other action will be taken. The franchise agreement requires you to promptly notify us of any infringement of which you become aware or any challenge or claim arising out of your use of the Marks. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses incurred in connection with any action we take to protect, defend or enforce the Marks, unless the challenge or claim results from your misuse of a Mark in violation of your Franchise Agreement, in which case you must pay us for our costs and expenses including our attorneys' fees. We have no obligation to defend you in infringement or unfair competition actions that arise out of your use of the Marks or to indemnify you if you are forced to change or abandon your use of a Mark because we lose an infringement action.

You may not make any changes or substitutions to the Marks. We reserve the right to change, substitute, or discontinue any Mark at any time and you must comply, at your expense (which may include the cost of replacement signage and/or trade dress), with any changes, substitutions or discontinuances that we require within the timeframe we specify.

There is presently no effective determination of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any state or federal court, of any pending infringement, opposition or cancellation proceeding or any pending material litigation that may significantly affect the ownership, use or licensing of the Hawaiian Bros Island Grill trademark.

No agreements exist that significantly limit our right to use or license the use of the Hawaiian Bros Island Grill trademark except for the License Agreement between us and our Parent. The License Agreement is for a 50-year term and can be terminated if we breach the agreement. If the License Agreement is terminated, you may be required to stop using the Hawaiian Bros Island Grill trademark as well as other Marks that may have been designated by us for your use in connection with the operation of your Restaurant.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the Hawaiian Bros Island Grill trademark.

We have assigned our prior filings regarding "Home of the Plate Lunch" and simultaneously entered into a license agreement with the Hawaii Restaurant Association which allows our non-exclusive use of "Home of the Plate Lunch" provided our brand maintains its standards.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any rights to any patent that is material to the franchise. We claim copyright protection for the Manual and for certain other written materials developed by us or our affiliates to assist you in the operation of the Restaurant. We do not have any pending patent applications that are material to the franchise. Item 11 describes limitations on the use of the Manual by you and your employees. You must also tell us when you learn about unauthorized use of this proprietary information. We are not required to take any action but we will respond to this information as we think appropriate. We will control any action we decide to bring or defend. We are not required to participate in your defense or indemnify you for use of copyrighted material or patents. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state and there are no agreements that limit our rights to use our copyrights or to allow others to use them.

The Franchise Agreement contains a definition of "Confidential Information", which includes records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of us or our affiliates or franchisees, business plans or strategy, marketing plans, marketing information, profit margin, prices, recipes, formulae, operating systems, suppliers or similar information with respect to our products or services, Restaurant layout, plans, and schematics, the contents of the Manual, any other information relating to the operation of the System, and any other information about us and our business as may reasonably be construed to be confidential or proprietary. We disclose to you Confidential Information through our Manual, training program, guidance during the term of the Franchise Agreement and otherwise, solely for your use in the development and operation of the Restaurant. We will require you, your owners, your General Managers, individuals that have authority over your Restaurant's operations and certain supervisory employees to sign an agreement, in the form attached to the Franchise Agreement, containing confidentiality, non-competition and non-solicitation covenants. We also require that you cause all persons with access to our trade secrets or other Confidential Information to execute a confidentiality agreement in the form attached to the Franchise Agreement.

If you develop or suggest an innovation or improvement that we decide to incorporate into the Hawaiian Bros Island Grill restaurant concept or System, you must assign ownership of the innovation or improvement to us without compensation other than the recognition and credit we will give you for the innovation or improvement in announcing it to our franchisees.

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

We do not require you to supervise personally your franchised Restaurant. Under each Franchise Agreement, you must designate one of your owners or an employee who will supervise the Restaurant and devote his or her full time, best efforts and constant personal attention to the day-to-day operation of the Restaurant. We refer to this individual as the "General Manager". The General Manager must refrain from all activities that would be detrimental to or interfere with the Restaurant and sign an agreement, in the form attached to the Franchise Agreement, containing confidentiality, non-competition and non-solicitation covenants. The General Manager must successfully complete our initial training program.

You must promptly notify us of any change in the General Manager and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time. Under no circumstances should this period be longer than 60 days from the date the former General Manager ceased to serve as the General Manager.

If you are a business entity, each of your Controlling Principals and their spouses (if any) must sign a guaranty in which they agree to be individually bound by obligations concerning confidentiality, non-competition and non-solicitation contained in the Development Agreement and Franchise Agreement and to jointly and severally personally guarantee your performance under the Development Agreement and Franchise Agreement. Your "Controlling Principals" are each of your owners, each individual who controls the operations of any business entity that is one of your owners, whether because of their ownership interests or actual management control, and any other person that we designate with an ownership interest in any business entity that is one of your owners, except for a passive investor that owns 10% or less of your ownership interests that we agree in writing will not be considered a Controlling Principal.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement requires you to sell all food and beverage items included on our standard menu, as periodically revised. Some of these items are made with our proprietary sauces and you may not use any other sauces. You may not offer any foods, beverages, or other merchandise that is not included on our authorized Restaurant menu or merchandise list without first obtaining our written consent. We impose these requirements to control the quality and uniformity of the goods and services you and other franchisees offer using the Marks.

A Hawaiian Bros Island Grill franchise relates to the retail operation of a single Restaurant at a specific location. You may offer catering from your Restaurant subject to the parameters and procedures applicable to catering set forth in our Operations Manual. Without our prior written permission, you may not distribute at wholesale any of our proprietary or branded products. You may not offer retail delivery without our written permission, unless and until we design a delivery program. We reserve the right to require you to provide delivery services subject to requirements that we impose. You Although there are no restrictions on the retail customers you may serve from your Restaurant, as a practical matter you will be limited to serving customers who choose to visit the Restaurant. You may only place approved advertisements in media that is targeted to customers and prospective customers located within your Territory, but you will not be considered in violation of your Franchise Agreement if those advertisements are viewed by prospective customers outside of the Territory due to the natural circulation or reach of the media.

We have the right to add items to and delete items from the standard Restaurant menu and to add or delete memorabilia and other merchandise from the list of approved Restaurant merchandise. There are no limits on our right to make these changes.

[Remainder of page intentionally left blank.]

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

FRANCHISE AGREEMENT

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
a. Length of the franchise term.	11(a)	The term is 15 years. The term begins on the scheduled opening date.
b. b. Renewal or extension of the term.	11(b), (d)	If you meet certain qualifications, our current franchise agreement allows you to renew your franchise for one additional 15-year term by signing the then-current franchise agreement. This means that you may be asked to sign an agreement with different terms and conditions that are materially different from those in your original agreement.
c. Requirements for franchisee to renew or extend.	11(b)(i)-(viii)	You must: be in good standing; have satisfied all monetary and other material obligations owed to us; give timely notice of your intent to renew; sign our then-current franchise agreement; comply with our then-current training requirements; execute a release of claims against us and our affiliates; comply with all remodeling and redecoration requirements to bring your location into our then-current standards; and pay a renewal fee equal to 50% of the then-current Initial Franchise Fee.
d. Termination by franchisee.	Not applicable	Not applicable
e. Termination by franchisor without cause.	Not applicable	Not applicable
f. Termination by franchisor with cause.	16(b), 17	We can terminate your Franchise Agreement if you default and the default is not cured before the expiration of the related cure period. We can terminate your Franchise Agreement immediately if your default is non-curable under the Franchise Agreement.
g. "Cause" defined – curable defaults.	16(a)-(b)	All breaches of the Franchise Agreement are curable, except those summarized in subsection h. of this table. If the breach is curable, you must cure it within 30 days, unless one of the following shorter cure periods applies:

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
		• You have 5 days to cure any monetary defaults. • You have 24 hours to cure defaults related to violations of laws, regulations, or standards relating to health, sanitation, or safety; and defaults related to you closing your franchise location for 48 hours without our prior consent. • You must cure on demand any defaults related to an imminent public health and/or safety risk. If the breach is curable under the Franchise Agreement and state law requires a longer cure period than specified in the Franchise Agreement, the longer period will apply if it cannot be waived.
h. "Cause" defined – non-curable defaults.	16(b)(5)	You have no right to cure the following defaults: • a default (of any nature) if, in the past 12 months, you have received 2 or more notices to cure a default that is the same or substantially similar to the default at issue; • bankruptcy; insolvency; a receiver or custodian is appointed for your business or your business assets; or your property is sold to satisfy a debt; • a conviction of, guilty plea, or a plea of no contest to a felony, crime involving moral turpitude, or any other offense we determine is injurious to our brand, by you or any person with direct or indirect ownership of your business; • commission of fraud on us, our affiliates, or any third party in relation to the franchised business, by you or any person with direct or indirect ownership of your franchise location; • use of your location for an unauthorized purpose; • a material misrepresentation or omission in your franchise application or in any other information you provide to us; • violations of any confidentiality, non-solicitation, or non-competition obligations by you or any person with direct or indirect ownership of your franchise location or a spouse of such person, if applicable; • termination of another franchise agreement between us or one of our affiliates and you or one of your affiliates due to default; • abandonment of your Restaurant; • intentional underreporting of your Gross Sales; and

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
		• termination of the lease for the premises of your Restaurant.
i. Franchisee obligations on termination / nonrenewal.	17(a)-(b)	Upon termination or nonrenewal, you must: • discontinue use of trademarks and service marks, copyrighted materials, trade secrets, and our System; • return to us our entire Manual and any other materials that contain our trade secrets; • remove from your premises all signage, and anything else that bears our trademarks or service marks; • alter the premises to remove all trade dress and eliminate the distinctive features of our concept; and • cancel any assumed name registrations used with our trademarks and service marks.
j. Assignment of contract by franchisor.	13(a)	We have the right to assign your Franchise Agreement at any time without your consent, and we will have no further obligations under the contract, except for any liabilities that already accrued.
k. "Transfer" by franchisee - defined.	13(b)	"Transfer" includes any sale, sale and lease-back, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, grant of a profits or other interest based on the revenue or profits of your Restaurant, pledge, hypothecation, voluntary or involuntary inter-vivos transfer or testamentary disposition, and the grant of rights to convert any debt or other obligation or instrument into an ownership interest in you, including warrants, options, and convertible debt.
l. Franchisor approval of transfer by franchisee.	13(b)	You must have our written consent before any transfer of a direct or indirect ownership interest in you or any interest in or right under your Franchise Agreement, your Restaurant or the assets of your Restaurant (other than the sale of items in the ordinary course) and such consent will not be unreasonably withheld.
m. Conditions for franchisor approval of transfer.	13(b), 25(g)	Conditions include: • Proposed transferee qualifies; • You satisfy all outstanding obligations to us and our affiliates; • Your Restaurant and its premises are in compliance with our then-current standards;

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
		• The proposed transferee and its general manager complete training; • The transferee signs our then-current form of franchise agreement and all related documents; • The transferee and its controlling principals and their spouse (if any) execute a guaranty; • You and your affiliates and each of your direct and indirect owners signs a release of all claims against us and our affiliates; • You comply with other conditions that we may require as part of our transfer policy; • Payment of the $10,000 (as may be adjusted by the percentage change in the CPI index we select) transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business.	13(g), 17(d)(1)(ii)	We have the option to match any offer to purchase any direct or indirect ownership interest in you or any interest in or right under your Franchise Agreement, your Restaurant or the assets of your Restaurant (other than the sale of items in the ordinary course). We also have the option to match any offer to purchase your or your affiliates' interest in the real estate premises from which you operate your Restaurant if such offer is received after expiration or termination of your Franchise Agreement. However, if such Option is in connection with a purchase of partial ownership interests or assets of the Restaurant, then we may exercise this option only if the proposed transferee is not a current owner or family member of a current owner of the franchisee. *Exhibit D to Franchise Agreement*
o. Franchisor's option to purchase franchisee's business.	17(d)(1)(i)	We have the option to purchase all or any part of your interest in your Franchise Agreement, in your Restaurant or the assets of your Restaurant, including, signs, equipment, fixtures and useable inventory for 60 days after your Franchise Agreement expires or is terminated.
p. Death or disability of franchisee.	13(h)	Your interest in the franchise or the ownership interest of any direct or indirect owner must be transferred within 12 months of death, or within 6 months of permanent disability. It is a material violation of your Franchise Agreement if you do not complete an approved transfer within the timeframe provided.

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
q. Non-competition covenants during the term of the franchise.	18(a)(1), a(3), (b)	Neither you nor your Controlling Principals may operate (directly or indirectly), or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for any Competitive Business that is located, operates, advertises, or provides services in the USA or any other country where a Restaurant is located. Additionally, neither you nor your Controlling Principals may solicit, serve, cater to, divert or attempt to divert to a Competitive Business any business or customer of your Restaurant or any other Restaurant. A "Competitive Business" means any island-inspired or Hawaiian-themed restaurant or restaurant that advertises and serves Hawaiian cuisine. You and your Controlling Principals will be in violation of these obligations if a direct relative or affiliate engages in the prohibited activities.
r. Non-competition covenants after the franchise is terminated or expires.	18(a)(2), (a)(3), (b)	For 2 years after the expiration or termination of your Franchise Agreement, you may not own or operate (directly or indirectly), or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for any Competitive Business that is located, operates, advertises, or provides services within 20 miles of your Restaurant or any other then-existing Restaurant, or within 20 miles of the outer boundary of any territory for which we have granted development rights for the development of one or more Restaurants. Additionally, you may not solicit, serve, cater to, divert or attempt to divert to a Competitive Business any business or customer of your Restaurant or any other Restaurant during such 2-year period. Each Controlling Principal is bound by these same provisions for 2 years following either the termination of his/her/its ownership interest in your business, or the termination or expiration of the Franchise Agreement, whichever is earlier. You and your Controlling Principals will be in violation of these obligations if a direct relative or affiliate engages in the prohibited activities.
s. Modification of the agreement.	25(i)	Amendments, modifications, and rescission of your Franchise Agreement require a written document signed by

(1) Provision	(2) Section in Franchise Agreement	(3) Summary
		you and us, except that we can make changes to the Manual and the System without your consent.
t. Integration/merger clause.	26(a)-(b)	Only the terms of the Franchise Agreement, along with any attached addenda or executed amendments to the Franchise Agreement are binding. Any other oral or written promises made outside of this disclosure document or your Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation.	Not applicable	Not applicable
v. Choice of forum.	23(b)	Any cause of action or claim related to the terms of your Franchise Agreement or your relationship with us must be brought in a state or federal court in the county where our headquarters are located. Our current headquarters is in Kansas City, Missouri.
w. Choice of law.	23(a)	Except for federal trademark law and subject to any non-waivable state law, Missouri law applies.

[Remainder of page intentionally left blank.]

DEVELOPMENT AGREEMENT

(1) Provision	(2) Section in Development Agreement	(3) Summary
a. Length of the Development Agreement term.	2	Term is based on the time required to open the number of franchise locations you agree to develop under the development schedule. The Expiration Date of your Development Agreement will be printed on the signature page to your Development Agreement.
b. Renewal or extension of the term (i) Extension of applicable Development Period End Date (ii) Renewal of development term	5 8	(i) You may request an extension of the Development Period End Date if you experience delays beyond your control in opening a location by such date. (ii) If you agree to develop more than one restaurant, you have a conditional right to renew the Development Agreement.
c. Requirements for Developer to renew or extend (i) Requirements for Development Period End Date Extension (ii) Requirements for Developer to renew development term	5 8	(i) You must give us prompt written notice of the occurrence of a force majeure event and an estimate of the time required to remedy its effects. We will grant an extension if we determine you have made a good faith effort to comply with the requirements to open your franchise locations(s) but have experienced delays beyond your reasonable control. Such extension will be for the period of time we determine is reasonably necessary to remedy the events effects. (ii) You must have a Development Agreement to develop more than one Restaurant and be in good standing under that agreement; open the full number of Restaurants in compliance with the development schedule; be operating your Restaurants in compliance with our standards; and we must be satisfied that you are capable of completing the additional locations that you propose to develop. To renew, you must give us 60 days' notice and submit a new application, certain financial and other business information, and the proposed number of restaurants you seek to open in the Development Area. If we grant the renewal, you must sign our then-current form of Development Agreement that sets forth the Development Area boundaries, the number of Restaurants, and the development schedule, which may be different than your proposal and may have different terms and conditions that are materially different from those in your original Development Agreement.

(1) Provision	(2) Section in Development Agreement	(3) Summary
d. Termination by franchisee.	Not applicable	Not applicable
e. Termination by franchisor without cause.	Not applicable	Not applicable
f. Termination by franchisor with cause.	9	We can terminate your Development Agreement if you default under your Development Agreement (taking into account the 15-day cure period afforded to certain types of breaches).
g. "Cause" defined – curable defaults.	9(m)	You may cure any beach of your Development Agreement, except for those beaches summarized in subsection h of this table. If a breach is curable, you must cure it within 15 days of when we notify you that you are in default.
h. "Cause" defined – non-curable defaults.	9(a)-(l)	You have no right to cure the following defaults: • failing to sign an approved lease for any Restaurant on or before 180 days before the applicable Development Period End Date (allowing for any approved extensions); • signing a lease or proceeding with other development of a franchise location without our written authorization; • failing to open any Restaurant in compliance with our requirements, including opening it before the applicable Development Period End Date (allowing for any approved extensions); • failing to have open and operating the total cumulative number of Restaurants indicated in your Development Agreement by the applicable Development Period End Date (allowing for any approved extensions); • an event of default under your Franchise Agreement(s) that is not cured by the remedial period or is not curable; • attempting to transfer or transferring any interest (including ownership or asset interests) in violation of the Development Agreement; • bankruptcy; insolvency; a receiver or custodian is appointed for your business or your business assets; or your property is sold to satisfy a debt; • violation of any confidentiality, non-competition or non-solicitation obligations by you or any person with a direct or indirect ownership interest in your business; • negotiating or obtaining a lease for a Restaurant location outside the Development Area (unless you have another agreement with us covering that area);

(1) Provision	(2) Section in Development Agreement	(3) Summary
		• making a material misrepresentation or omission in your franchise application, reports, or other information you provide to us; • a conviction of, guilty plea, or a plea of no contest to a felony, crime involving moral turpitude, or any other offense we determine is injurious to our brand, by you or any person with direct or indirect ownership of your business; and • failing to use a licensed real estate broker or our preferred broker, if we require it.
i. Franchisee obligations on termination/nonrenewal.	4	Upon expiration or termination, your right to develop franchise locations in your Development Area ceases and we may grant such right to others and ourselves. Expiration or termination does not affect your rights and obligations under your Franchise Agreement(s).
j. Assignment of contract by franchisor.	Not applicable	Not applicable
k. "Transfer" by franchisee - defined.	10(a)	"Transfer" includes any sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, pledge, hypothecation, inter-vivos transfer or testamentary disposition, whether such actions are voluntary or involuntary.
l. Franchisor approval of transfer by franchisee.	10(a)	You must have our written consent (which will not be unreasonably withheld) before any transfer of a direct or indirect ownership interest in you or any interest in or right under your Development Agreement or in a site approved for development of a Restaurant.
m. Conditions for franchisor approval of transfer.	10(a)-(b), 15(h)	Conditions include: • Proposed transferee qualifies; • You satisfy all outstanding obligations to us and our affiliates; • The transferee signs our then-current form of Development Agreement and all other related documents; • You and each of your direct and indirect owners sign a general release of all claims against us and our affiliates; • You comply with other conditions that we may require as part of our transfer policy; and

(1) Provision	(2) Section in Development Agreement	(3) Summary
		• You pay a non-refundable transfer fee equal to $10,000 (as may be adjusted by the percentage change in the CPI index we select).
n. Franchisor's right of first refusal to acquire franchisee's business.	10(f)	We have the option to match any offer to purchase any direct or indirect ownership interest in you or any interest in or right under your Development Agreement or in a site approved for development of a Restaurant. However, if such Option is in connection with a purchase of partial ownership interests or assets of the Restaurant, then we may exercise this option only if the proposed transferee is not a current owner or family member of a current owner of the franchisee.
o. Franchisor's option to purchase your business.	Not applicable	Not applicable
p. Death or disability of franchisee.	10(g)	Your interest in the franchise or the ownership interest of any direct or indirect owner must be transferred within 12 months of death, or within 6 months of permanent disability. It is a material violation of your Development Agreement if you do not complete an approved transfer within the timeframe provided.
q. Non-competition covenants during the term of the franchise.	12(a)(i), (a)(iii), (b)	Neither you or your Controlling Principals may operate (directly or indirectly), or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for any Competitive Business that is located, operates, advertises, or provides services in the USA or any other country where a Restaurant is located. Additionally, neither you nor your Controlling Principals may solicit, serve, cater to, divert or attempt to divert to a Competitive Business any business or customer of any Restaurant. A "Competitive Business" means any Hawaiian-themed or island-inspired restaurant or restaurant that advertises and serves Hawaiian cuisine. You and your Controlling Principals will be in violation of these obligations if a direct relative or affiliate engages in the prohibited activities.
r. Non-competition covenants after the franchise is	12(a)(ii), (a)(iii), (b)	For 2 years after the expiration or termination of your Franchise Agreement, you may not own or operate (directly or indirectly), or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or

(1) Provision	(2) Section in Development Agreement	(3) Summary
terminated or expires.		perform services in any capacity for any Competitive Business that is located, operates, advertises, or provides services in your Development Area or within 20 miles of your Development Area, within 20 miles of any then-existing Restaurant, or within 20 miles of the outer boundary of any territory for which we have granted development rights for the development of one or more Restaurants. Additionally, neither you nor your Controlling Principals may solicit, serve, cater to, divert or attempt to divert to a Competitive Business any business or customer of any Restaurant during such 2-year period. Each Controlling Principal is bound by these same provisions for 2 years following either the termination of his/her/its ownership interest in your business, or the termination or expiration of the Development Agreement, whichever is earlier. You and your Controlling Principals will be in violation of these obligations if a direct relative or affiliate engages in the prohibited activities.
s. Modification of the agreement.	15(c)	Amendments, modifications, and rescission of your Development Agreement require a written document signed by you and us, except we can make changes to the Manual and the System without your consent.
t. Integration/merger clause.	16(a)-(b)	Only the terms of the Development Agreement, along with any attached addenda or executed amendments to the Development Agreement are binding. Any other oral or written promises made outside of this disclosure document or your Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation.	Not applicable	Not applicable
v. Choice of forum.	14(b)	Any cause of action or claim related to the terms of your Development Agreement or your relationship with us must be brought in a state or federal court in the county where our headquarters are located. Our current headquarters is in Kansas City, Missouri.
w. Choice of law.	14(a)	Subject to non-waivable state law, Missouri law applies.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Our affiliates and franchisees operate 73 Hawaiian Bros Island Grill restaurants as of December 28, 2025. Of those restaurants, 60 are traditional Restaurants and thirteen (13) are special outlets such as digital to-go kitchens, and one is an inline strip center location. Our affiliates operated 24 Hawaiian Bros Island Grill restaurants as of December 28, 2025, including 21 traditional Restaurants and three digital to-go kitchens. No company owned outlets closed during 2025. Our franchisees operated 49 Hawaiian Bros Island Grill restaurants as of December 28, 2025, including 39 traditional Restaurants, and nine digital to-go kitchens and one inline strip center location. One franchised outlet closed during 2025, which operated for more than 12 months prior to closing. This Item 19 includes data from traditional Restaurants only.

Table 1 below provides the actual, historic Gross Sales of 21 traditional Restaurants owned and operated by our affiliates in Illinois, Kansas, Missouri, Oklahoma, and Texas, and 30 traditional Restaurants owned and operated by our Franchisees in Arizona, Arkansas, Iowa, Kansas, Nebraska, Oklahoma and Texas. The figures reported on Table 1 below include all 51 company and franchised traditional Restaurants that were in operation during the 12-month period December 30, 2024 and ending December 28, 2025.

Table 2 below provides the actual, historic Gross Sales of 31 traditional Restaurants owned and operated by our affiliates and franchisees in Illinois, Kansas, Missouri, Oklahoma, and Texas that were in operation during the 36-month period beginning December 26, 2022 and ending December 28, 2025. The results in Table 2 were achieved during the period from December 30, 2024 and ending December 28, 2025. These figures do not include data from 42 Restaurants: thirteen (13) of which are special outlets such as ghost kitchens/digital to-go kitchens, and one inline strip center location, and 29 Restaurants that were not in operation during the entire 36-month period.

Table 3 below provides the actual, historic Gross Sales by Quartile, including Average Prime Cost and Average Prime Cost % of sales by Quartile, of all 51 traditional Restaurants owned and operated by our affiliates and franchisees in Arkansas, Arizona, Iowa, Illinois, Kansas, Missouri, Oklahoma, and Texas that were in operation during the entire 12-month period beginning December 30, 2024 and ending December 28, 2025.

Table 1:

Historical Gross Sales for 51 Company-Operated and Franchise-Operated Restaurants in Operation for the entire 12-month period beginning December 30, 2024 and ending December 28, 2025.	
Average Gross Sales	$2,370,164
Median Gross Sales	$2,184,166
Lowest Gross Sales Volume	$1,221,457
Highest Gross Sales Volume	$4,165,755
# of Restaurants Above Average	21
% of Restaurants Above Average	41.2%

Historical Gross Sales for 21 Company-Operated Restaurants in Operation for the entire 12-month period beginning December 30, 2024 and ending December 28, 2025.	
Average Gross Sales	$2,177,111
Median Gross Sales	$2,169,611
Lowest Gross Sales Volume	$1,221,457
Highest Gross Sales Volume	$3,492,912
# of Restaurants Above Average	10
% of Restaurants Above Average	47.6%

Historical Gross Sales for 30 Franchise-Operated Restaurants in Operation for the entire 12-month period beginning December 30, 2024 and ending December 28, 2025.	
Average Gross Sales	$2,505,301
Median Gross Sales	$2,310,035
Lowest Gross Sales Volume	$1,366,883
Highest Gross Sales Volume	$4,165,755
# of Restaurants Above Average	14
% of Restaurants Above Average	46.7%

Table 2:

Historical Gross Sales for 31 Company-Operated and Franchise-Operated Restaurants during the period from December 30, 2024 and ending December 28, 2025 that have been in Operation for the entire 36- month period beginning December 26, 2022 and ending December 28, 2025.	
Average Gross Sales	$2,429,514
Median Gross Sales	$2,234,328
Lowest Gross Sales Volume	$1,311,742
Highest Gross Sales Volume	$3,615,082
# of Restaurants Above Average	13
% of Restaurants Above Average	41.9%

Historical Gross Sales for 16 Company-Operated Restaurants during the period from December 30, 2024 and ending December 28, 2025 that have been in Operation for the entire 36-month period beginning December 26, 2022 and ending December 28, 2025.	
Average Gross Sales	$2,278,296
Median Gross Sales	$2,176,888
Lowest Gross Sales Volume	$1,311,742
Highest Gross Sales Volume	$3,492,912
# of Restaurants Above Average	6
% of Restaurants Above Average	37.5%

Historical Gross Sales for 15 Franchise-Operated Restaurants during the period from December 30, 2024 and ending December 28, 2025 that have been in Operation for the entire 36-month period beginning December 26, 2022 and ending December 28, 2025.	
Average Gross Sales	$2,590,812
Median Gross Sales	$2,385,742
Lowest Gross Sales Volume	$1,434,880
Highest Gross Sales Volume	$3,615,082
# of Restaurants Above Average	7
% of Restaurants Above Average	46.7%

Table 3:

Historical Net Sales by Quartile for the 21 Company-Operated Restaurants in Operation for at least a 12-month period, including Average Prime Cost and Average Prime Cost % of sales by Quartile.				
Company-operated Only	Top	2nd	3rd	Bottom
# of Locations in Dataset	5	5	5	6
Item 19 FDD	Top	2nd	3rd	Bottom
Average Gross Sales	$3,014,730	$2,324,876	$2,001,881	$1,501,984
Median Gross Sales	$3,002,253	$2,274,620	$2,012,108	$1,544,937
Lowest Gross Sales	$2,610,744	$2,184,166	$1,733,152	$1,221,457
Highest Gross Sales	$3,492,912	$2,593,800	$2,169,611	$1,716,606
# of Restaurants Above Avg	2	2	3	4
% of Restaurants Above Avg	40.0%	40.0%	60.0%	66.7%
Average Prime Cost %	51.0%	51.8%	52.9%	58.2%
Average Prime Cost $	$1,536,936	$1,205,292	$1,058,923	$874,256
Median Prime Cost %	50.8%	51.8%	52.1%	58.4%
Median Prime Cost $	$1,508,059	$1,178,653	$1,044,910	$872,306
Average COGS %	27.5%	26.9%	27.4%	28.2%
Average COGS $	$829,291	$626,345	$547,859	$422,818
Median COGS %	27.6%	27.0%	27.2%	28.2%
Median COGS $	$837,152	$605,286	$549,782	$422,178
Average Labor Cost %	23.5%	24.9%	25.5%	30.1%
Average Labor Cost $	$707,645	$578,948	$511,064	$451,438
Median Labor Cost %	23.5%	25.1%	25.1%	30.0%
Median Labor Cost $	$670,907	$572,873	$502,126	$450,128

Table 3 (continued):

Historical Net Sales by Quartile for the 30 Franchised-Operated Restaurants in Operation for at least a 12-month period, including Average Prime Cost and Average Prime Cost % of sales by Quartile.				
Franchise-operated Only	Top	2nd	3rd	Bottom
# of Locations in Dataset	8	6	7	9
Item 19 FDD	Top	2nd	3rd	Bottom
Average Gross Sales	$3,517,715	$2,766,658	$2,163,257	$1,697,175
Median Gross Sales	$3,418,335	$2,769,099	$2,161,136	$1,729,513
Lowest Gross Sales	$3,149,229	$2,550,248	$1,952,659	$1,366,883
Highest Gross Sales	$4,165,755	$2,977,104	$2,385,742	$1,960,104
# of Restaurants Above Avg	4	3	3	5
% of Restaurants Above Avg	50.0%	50.0%	42.9%	55.6%
Average Prime Cost %	46.5%	47.8%	49.7%	53.9%
Average Prime Cost $	$1,636,614	$1,323,364	$1,075,543	$914,128
Median Prime Cost %	45.5%	48.1%	49.5%	54.9%
Median Prime Cost $	$1,623,807	$1,310,469	$1,075,522	$907,900
Average COGS %	25.1%	25.1%	24.7%	25.0%
Average COGS $	$884,650	$695,802	$534,291	$423,813
Median COGS %	24.4%	25.4%	24.5%	24.5%
Median COGS $	$863,996	$687,799	$539,250	$428,031
Average Labor Cost %	21.4%	22.7%	25.0%	28.9%
Average Labor Cost $	$751,964	$627,563	$541,252	$490,315
Median Labor Cost %	21.5%	22.5%	25.0%	29.9%
Median Labor Cost $	$760,314	$627,181	$530,096	$489,723

Gross Sales for purposes of this financial performance representation is defined as total Restaurant revenue, less discounts and promotions. Gross Sales excludes applicable sales taxes collected from the customer and remitted to the appropriate tax authority, and revenue derived from selling or issuing Hawaiian Bros Island Grill gift or loyalty cards (although revenue derived from selling products and services to customers using those cards for payment is included in Gross Sales). Prime Cost for purposes of this financial performance representation is defined as the sum of Total Cost of Goods Sold (Food & Paper Costs) & Total Labor expenses (Hourly/Crew Labor, Management Salaries & Bonuses, and Benefits & Taxes). The financial results of your Restaurant may be affected by many factors, such as geographic location, Restaurant size, competition in the market, level and effectiveness of advertising and marketing efforts, market conditions, weather, and laws, rules and orders of local authorities concerning public health measures.

Some Restaurants have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for the above financial performance representation will be made available to you upon reasonable request. Other than the financial performance representation above, 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 Grant Kreutzer, SVP, Franchise Development, at 720 Main Street, Kansas City MO 64105, (720) 320-4898, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2023 to 2025

(1) Outlet Type	(2) Year	(3) Outlets at the Start of the Year	(4) Outlets at the End of the Year	(5) Net Change
Franchised	2023	0	18	+18
	2024	18	31	+13
	2025	31	39	+8
Company-Owned	2023	32	24	-8
	2024	24	21	-3
	2025	21	21	0
Total Outlets	2023	32	41	+9
	2024	41	52	+11
	2025	52	60	+8

NOTE: Numbers are for traditional Restaurants, excluding one franchised in-line strip center site without a drive thru which Restaurant opened in 2023. Numbers do not include twelve special outlets, including three company-owned digital kitchens and nine franchised digital kitchens.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

(1) State	(2) Year	(3) Number of Transfers
Total	**2023**	**0**
	2024	**0**
	2025	**0**

Table No. 3

Status of Franchised Outlets
For Years 2023 to 2025

(1) State	(2) Year	(3) Outlets at Start of Year	(4) Outlets Opened	(5) Terminations	(6) Non-Renewals	(7) Reacquired by Franchisor	(8) Ceased Operations - Other Reasons	(9) Outlets at End of Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
	2025	4	3	0	0	0	0	7
Arkansas	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Iowa	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Kansas	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	0	15	0	0	0	0	15
	2024	15	6	0	0	0	0	21
	2025	21	1	0	0	0	1	21
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	**2023**	**0**	**17**	**0**	**0**	**0**	**0**	**17**
	2024	**17**	**14**	**0**	**0**	**0**	**0**	**31**
	2025	**31**	**9**	**0**	**0**	**0**	**1**	**39**

NOTE: Numbers are for traditional Restaurants, excluding one franchised inline strip center site without a drive thru which Restaurant opened in Arlington, Texas in 2023.

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Table No. 4

Status of Company-Owned Outlets
For Years 2023 to 2025

(1) State	(2) Year	(3) Outlets at Start of the Year	(4) Outlets Opened	(5) Outlets Reacquired From Franchisee	(6) Outlets Closed	(7) Outlets Sold to Franchisee	(8) Outlets at End of the Year
Arkansas	2023	0	1	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Illinois	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Kansas	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
Missouri	2023	8	3	0	0	0	11
	2024	11	0	0	0	0	11
	2025	11	0	0	0	0	11
Oklahoma	2023	1	1	0	0	0	2
	2024	2	1	0	0	1	2
	2025	2	0	0	0	0	2
Texas	2023	16	0	0	0	12	4
	2024	4	0	0	0	3	1
	2025	1	0	0	0	0	1
Totals	**2023**	**32**	**5**	**0**	**0**	**13**	**24**
	2024	**24**	**1**	**0**	**0**	**4**	**21**
	2025	**21**	**0**	**0**	**0**	**0**	**21**

NOTE: Numbers are for traditional Restaurants and do not include twelve special outlets, including three company-owned digital kitchens

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Table No. 5

Projected Openings as of December 28, 2025

(1) State	(2) Franchise Agreements Signed But Outlet Not Opened	(3) Projected New Franchised Outlets in the Next Fiscal Year	(4) Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	4	0	0
Arizona	25	1	0
Arkansas	1	0	0
Georgia	22	4	0
Illinois	30	5	0
Indiana	15	3	0
Iowa	8	0	0
Kansas	1	1	0
Kentucky	5	0	0
Louisiana	15	3	0
Missouri	2	1	0
Nebraska	3	1	0
Nevada	9	0	0
North Carolina	23	0	0
Oklahoma	5	2	0
Oregon	5	2	0
Tennessee	17	2	0
Texas	90	5	0
Totals	**280**	**30**	**0**

The names of our franchisees and the addresses and telephone numbers of each of their outlets as of the Issuance Date are listed in Exhibit L.

We do not have any former franchisees so we do not have the following information to provide: a list of the name, city and state and current business telephone number or last known home telephone of every franchisee who, in our most recent full fiscal year end had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily closed to do business under the Franchise Agreement or has not communicated with us within 10 weeks of this disclosure document's issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed a confidentiality clause during our last 3 fiscal years prohibiting the franchisee from discussing his or her personal experiences with the System.

Currently, there are no franchisee associations.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit A are our audited financial statements for the fiscal years ending December 28, 2025, December 29, 2024, and December 31, 2023.

ITEM 22
CONTRACTS

The following contracts are attached to this disclosure document:

EXHIBIT B-1	FRANCHISE AGREEMENT
EXHIBIT B-2	ADDENDUM TO FRANCHISE AGREEMENT (REDUCED ROYALTIES)
EXHIBIT C	DEVELOPMENT AGREEMENT
EXHIBIT E	SYSCO PARTICIPATION AGREEMENT
EXHIBIT F	COCA-COLA PARTICIPATING FRANCHISEE AGREEMENT
EXHIBIT G	EDWARD DON FRANCHISEE PARTICIPATION AGREEMENT – SMALLWARES
EXHIBIT H	EDWARD DON FRANCHISEE PARTICIPATION AGREEMENT – EQUIPMENT
EXHIBIT I	IT SERVICES AND SUPPORT AGREEMENT

EXHIBIT J GIFT CARD PROGRAM AGREEMENT

ITEM 23
RECEIPTS

The last two pages of this disclosure document (after the exhibits) are detachable documents that you will sign to acknowledge your receipt of this disclosure document. Please sign and date each receipt, return one copy to us and retain the other copy for your files.

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EXHIBIT A
Financial Statements

Hawaiian Bros Franchising, LLC

Audited Financial Statements

As of and for the Fiscal Years Ended

December 28, 2025 and December 29, 2024

HAWAIIAN BROS FRANCHISING, LLC
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Report of Independent Auditors

The Member
Hawaiian Bros Franchising, LLC

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Hawaiian Bros Franchising, LLC, which comprise the balance sheets as of December 28, 2025, and December 29, 2024, and the related statements of income, member's deficit, and cash flows for the years ended December 28, 2025, December 29, 2024, and December 31, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Hawaiian Bros Franchising, LLC as of December 28, 2025, and December 29, 2024, and the results of its operations and its cash flows for the years ended December 28, 2025, December 29, 2024 and December 31, 2023, 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 Hawaiian Bros Franchising, 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.

Emphasis of Matter – Member

As discussed in Note 1 to the financial statements, the Company is a wholly owned subsidiary of Hawaiian Bros, Inc. (Member) and has an agreement with the Member related to administrative, management, support activities, and various other items. The accompanying financial statements may not be indicative of conditions that would have existed if the Company had been operated as an unaffiliated entity without the support of its Member. Our opinion is not modified with respect to this matter.

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 Hawaiian Bros Franchising, LLC 's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the 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 Hawaiian Bros Franchising, 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 Hawaiian Bros Franchising, 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.

Baker Tilly US, LLP

Los Angeles, California
March 27, 2026

HAWAIIAN BROS FRANCHISING, LLC
BALANCE SHEETS

	December 28, 2025	December 29, 2024
ASSETS		
CURRENT ASSETS		
Cash	$ 479,723	$ 234,834
Accounts receivable	166,610	75,020
Prepaid expenses	-	43,695
TOTAL CURRENT ASSETS	646,333	353,549
NONCURRENT ASSETS		
Contract Assets	19,822	-
TOTAL ASSETS	**$ 666,155**	**$ 353,549**
LIABILITIES AND MEMBER'S DEFICIT		
CURRENT LIABILITIES		
Accrued expenses	$ 24,144	$ 34,645
Accrued professional fees	6,838	10,639
Unearned revenue	-	43,695
Contract liabilities	154,937	106,257
TOTAL CURRENT LIABILITIES	185,919	195,236
NONCURRENT LIABILITIES		
Long-term contract liabilities	6,068,664	3,145,192
TOTAL LIABILITIES	6,254,583	3,340,428
Advances to Member	(11,261,292)	(5,582,920)
Member's equity	5,672,864	2,596,041
TOTAL MEMBER'S DEFICIT	(5,588,428)	(2,986,879)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	**$ 666,155**	**$ 353,549**

The accompanying notes are an integral part of these financial statements.

HAWAIIAN BROS FRANCHISING, LLC
STATEMENTS OF INCOME

	Fiscal Years Ended		
	December 28, 2025	**December 29, 2024**	**December 31, 2023**
REVENUES			
Franchise revenues	$ 6,468,230	$ 4,108,424	$ 2,552,475
TOTAL REVENUES	**6,468,230**	**4,108,424**	**2,552,475**
FEES AND EXPENSES			
Advertising and promotional costs	2,942,056	2,048,484	996,703
Franchise support costs	241,927	242,463	191,001
General and administrative expenses	207,424	254,155	332,793
TOTAL FEES AND EXPENSES	**3,391,407**	**2,545,102**	**1,520,497**
NET INCOME	**$ 3,076,823**	**$ 1,563,322**	**$ 1,031,978**

The accompanying notes are an integral part of these financial statements.

HAWAIIAN BROS FRANCHISING, LLC
STATEMENTS OF MEMBER'S DEFICIT

	Advances to Member	Member's Equity	Total Member's Equity (Deficit)
BALANCE, December 25, 2022	$ -	$ 741	$ 741
Advances to Member	(3,263,448)	-	(3,263,448)
Net income	-	1,031,978	1,031,978
BALANCE, December 31, 2023	**$ (3,263,448)**	**$ 1,032,719**	**$ (2,230,729)**
Advances to Member	(2,319,472)	-	(2,319,472)
Net income	-	1,563,322	1,563,322
BALANCE, December 29, 2024	**(5,582,920)**	**2,596,041**	**(2,986,879)**
Advances to Member	(5,678,372)	-	(5,678,372)
Net income	-	3,076,823	3,076,823
BALANCE, December 28, 2025	**$ (11,261,292)**	**$ 5,672,864**	**$ (5,588,428)**

The accompanying notes are an integral part of these financial statements.

HAWAIIAN BROS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	Fiscal Years Ended		
	December 28, 2025	**December 29, 2024**	**December 31, 2023**
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 3,076,823	$ 1,563,322	$ 1,031,978
Adjustments to reconcile net income to net cash provided by operating activities:			
Changes in operating assets and liabilities:			
Accounts receivable	(91,590)	5,314	(80,334)
Prepaid expenses	43,695	(43,695)	-
Contract assets	(19,822)	-	-
Accrued expenses	(10,501)	(175,011)	209,656
Accrued professional fees	(3,801)	(40,033)	50,672
Unearned revenue	(43,695)	43,695	-
Contract liabilities	2,972,152	1,196,132	2,055,317
NET CASH PROVIDED BY OPERATING ACTIVITIES	**5,923,261**	**2,549,724**	**3,267,289**
CASH FLOWS FROM FINANCING ACTIVITIES			
Advances to Member, net	$ (5,678,372)	$ (2,319,472)	$ (3,263,448)
NET CASH USED IN FINANCING ACTIVITIES	**(5,678,372)**	**(2,319,472)**	**(3,263,448)**
NET CHANGE IN CASH	244,889	230,252	3,841
CASH, BEGINNING OF YEAR	234,834	4,582	741
CASH, END OF YEAR	**$ 479,723**	**$ 234,834**	**$ 4,582**

The accompanying notes are an integral part of these financial statements.

NOTE 1 Nature of Operations

Hawaiian Bros Franchising, LLC (the Company) is a Missouri limited liability company (LLC) and is a wholly owned subsidiary of Hawaiian Bros, Inc. (the Member). The Company operates as a franchisor of quick service restaurant establishments offering the "Hawaiian Bros" concept as developed by the Member. The "Hawaiian Bros" concept consists of offering customers a traditional Hawaiian plate lunch in a modern Hawaiian-themed atmosphere. Restaurants also offer side dishes, desserts, and beverages. The Member owns all intellectual property rights in certain systems, trademarks, service marks, and other intellectual property used in the operation of Hawaiian Bros restaurants (the "Hawaiian Bros IP") and has licensed the Hawaiian Bros IP and other proprietary confidential information to the Company in perpetuity to facilitate the offering, selling, and support of franchises. There is no fee paid to the Member for the license of the Hawaiian Bros IP to the Company.

The Company and its affiliate, HB Payroll LLC, have entered into an employee leasing agreement pursuant to which the Company leases employees that provide franchise support services including but not limited to site selection assistance, construction and design assistance, local promotion guidance, a pre-opening training team, and operational assistance post-opening as needed.

The Company has relied on resources from the Member to support operations and the Member is committed to providing on-going administrative, management, and other support activities. The accompanying financial statements may not be indicative of conditions that would have existed if the Company had been operated as an unaffiliated entity.

The franchise agreements are typically for 15 years and require the purchaser to pay an initial franchise fee for each location to be opened. Once the franchise begins operations, the Company typically charges a royalty and advertising fund fee of up to 6% and generally 3%, respectively, of the franchisee's Gross Sales as defined in the Franchise Disclosure Document. As of December 28, 2025, the Company had sold the rights to develop 257 franchise units under various franchise and development agreements, and there were 49 franchise locations in operation.

NOTE 2 Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). References to ASC and ASU included hereinafter refer to the Accounting Standards Codification and Accounting Standards Updates, respectively, established by the Financial Accounting Standards Board (FASB) as the source of authoritative U.S. GAAP.

Fiscal Year

The Company operates on a fifty-two- or fifty-three-week fiscal year that ends on the last Sunday of the calendar year. Each fifty-two-week fiscal year includes thirteen four-week periods. Each fifty-three-week fiscal year includes twelve four-week periods and one five-week period with the extra week included in the thirteenth period. The Company's financial statements include fifty-two weeks for the fiscal years ended December 28, 2025 and December 29, 2024, and fifty-three weeks for the fiscal year ended December 31, 2023.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP 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 dates of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Cash

As of December 28, 2025 and December 29, 2024, cash consists only of funds on deposit with commercial banks.

Accounts Receivable

Accounts receivable consist of amounts owed by franchisees for royalties and advertising contributions. As of January 1, 2024, the opening balance of accounts receivable was approximately $80,300, and there was no established allowance for credit losses. The Company evaluates its accounts receivable balance and establishes an allowance for credit losses, if required, based on a history of write-offs and collections and current credit and market considerations. There were no credit losses recognized during the years ended December 28, 2025, December 29, 2024, and December 31, 2023.

Contract Assets

In accordance with ASC 606, *Revenue from Contracts with Customers (Topic 606),* the Company recognizes an asset for the incremental costs of obtaining a contract with a franchisee and recognizes the expense over the course of the period when the Company expects to recover those costs. During the year ended December 28, 2025, the Company initiated a contract incentive program in which incentive payments are contingent on the successful attainment of a contract. Incentive payments are capitalized and included in Contract assets and amortized on a straight-line basis over the term of the respective franchise agreement and are included in Franchise support costs in the accompanying Statements of Income. The Company elects the practical expedient to expense incremental costs of obtaining a contract with a franchisee when the amortization period would have been one year or less.

The upfront costs incurred by the Company to establish the franchise relationship and prepare to service the relationship on an ongoing basis, which are administrative in nature, are expensed as incurred. Aside from contract incentive payments, the Company has not incurred any other incremental costs to obtain such contracts that would require capitalization under Topic 606.

Contract Liabilities

Contract liabilities represent a liability related to a revenue-producing activity for which revenue has not yet been recognized. The Company records contract liabilities when it receives consideration from a franchisee before achieving certain criteria that must be met for revenue to be recognized in conformity with Topic 606.

Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist of cash and accounts receivable. The Company places its cash with high credit quality financial institutions. The Company has not experienced any losses in such accounts.

The Company's credit risk exposure from accounts receivable depends on the credit quality, willingness, and ability of franchisees to pay. The financial condition of the franchisees is largely dependent upon the underlying business trends of the Company's brand and market conditions within the quick service restaurant industry. As of December 28, 2025, approximately 78% of accounts receivable were owed by three franchisees, and as of December 29, 2024, approximately 53%, of accounts receivable were owed by a single franchisee. This concentration of credit risk is substantially mitigated by the short-term nature of the receivables. As such, no allowance for credit losses was deemed necessary.

Fair Value Measurements

The carrying amounts of cash, accounts receivable, and accrued expenses approximate fair market value due to the short maturities of these instruments.

Revenue Recognition

Revenue is recognized in accordance with Topic 606, which prescribes a five-step revenue model as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the Company satisfies a performance obligation.

Development Fees and Initial Franchise Fees

The Company's development and franchise agreements require certain upfront franchise fees such as initial fees for the development rights in specific geographical areas, fees paid upon opening a restaurant, or fees paid to renew the term of the franchise right. In applying the five-step revenue recognition model, the Company determined that the upfront franchise fees are interrelated with the franchise right granted for each individual Hawaiian Bros restaurant and are not individually distinct from the ongoing services provided to franchisees. As such, the franchise right granted represents a single performance obligation and all consideration received for the upfront fees is allocated to the franchise right. Accordingly, initial franchise fees are recorded as contract liabilities when received and are recognized as revenue on a straight-line basis over the term of each respective franchise agreement satisfying the performance obligation, commencing when the related restaurant is opened.

The Company's performance obligations under development agreements with franchisees generally consist of obligations to grant exclusive geographic area development rights. These development rights are not distinct from franchise agreements, so upfront fees, typically $50,000 per location, paid by franchisees for exclusive development rights are deferred as contract liabilities and apportioned to each franchise agreement signed by the respective franchisees. The pro rata amount apportioned to each franchise agreement is recognized as revenue over the life of the agreement, typically 15 years, starting at the location opening date.

Royalties and Advertising Fund Contributions

Royalties are typically billed and paid on a weekly basis and are usually 5% - 6% of Gross Sales. These fees represent the majority of the consideration received under the franchise agreements. Based on the application of the sales-based royalty exception within Topic 606, these fees are recognized as revenue when the related restaurant sales occur.

The Company has established and administers an advertising fund for the purpose of enhancing the goodwill and public image of the "Hawaiian Bros" concept. Franchisees are required to make contributions to the advertising fund in the manner and at the rate set forth by the Company. These contributions are based on a percentage of sales and are generally 3% of Gross Sales. Based on the application of the sales-based royalty exception within Topic 606, these fees are recognized as revenue when the related restaurant sales occur.

Technology Support Fees

The Company provides a program for support of certain core technology systems utilized across all Hawaiian Bros restaurants. Franchisees are required to participate in the technology program. The support program includes helpdesk support, trouble shooting, menu management, third-party integrations, and software and hardware support for the point-of-sale system. The technology support fees are billed and paid monthly.

Advertising and Promotional Costs

Advertising and promotional costs, including general brand marketing, are expensed when incurred. The Member does not pay into the Company's advertising fund for its corporate owned locations.

Expenditures of the advertising fund are primarily amounts paid to third parties but may also include personnel expenses and allocated costs. At each reporting date, to the extent contributions to the advertising fund exceed expenditures on a cumulative basis, the excess contributions are recorded in Accrued expenses. There were no excess contributions as of December 28, 2025 and December 29, 2024.

Franchise Support Costs

The costs incurred to provide support services to franchisees are charged to Franchise support costs as incurred. The majority of these expenses relate to training and other pre-opening goods and services and are incurred on behalf of franchisees.

Income taxes

The Company is a limited liability company (LLC) and is classified as a partnership for federal income tax purposes, which provides for profits and losses to be reported at the member level for income tax purposes. The Company's policy is to not record a provision for income taxes as there is no tax sharing agreement with the Member. Various states may impose an annual fee on limited liability companies based on the level of gross revenues of the LLC. The Company has not yet incurred any such fee.

The Company accounts for uncertain tax positions pursuant to the provisions of ASC 740, *Income Taxes*, which prescribes a recognition threshold and measurement process for accounting for uncertain tax positions and also provides guidance on various related matters such as derecognition, interest, penalties, and disclosure requirements. The Company had no uncertain tax positions as of December 28, 2025 or December 29, 2024.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before the financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements were available to be issued.

The Company has evaluated subsequent events through March 27, 2026, the date these financial statements were available to be issued, and concluded that there were no additional events or transactions that need to be disclosed.

NOTE 3 Revenue

Disaggregation of Total Revenues

The Company recognizes franchise revenues as the related performance obligations are satisfied. Development and franchise fee revenues are generally recognized over the related contractual period. Royalties and advertising fund contributions are generally recognized at the point in time related sales occur.

The following table disaggregates franchise revenues by the timing of recognition. The Company believes this disaggregation best reflects the extent to which the nature, amount, timing, and uncertainty of revenues and cash flows are impacted by economic factors.

	Fiscal Year		
	2025	2024	2023
Franchise revenues recognized over time:			
Development and franchise fees	$ 169,514	$ 82,202	$ 36,349
Franchise revenues recognized at a point in time:			
Royalty fees	3,124,401	1,924,800	1,538,824
Advertising fund contributions	2,809,804	2,008,022	977,302
Technology support fees and other revenue	364,511	93,400	-
TOTAL REVENUES	**$ 6,468,230**	**$ 4,108,424**	**$ 2,552,475**

Two franchisees accounted for 61% and 15% of royalty fees and advertising fund contributions during the year ended December 28, 2025, while a single franchisee accounted for 76% and 88% of royalty fees and advertising fund contributions during the years ended December 29, 2024, and December 31, 2023, respectively.

NOTE 4 Contract Liabilities

Contract liabilities are comprised of unamortized upfront fees received from franchisees. A summary of significant changes to the contract liability balance during 2025 and 2024 is presented below:

Balance at December 31, 2023	$ 2,055,317
Increase due to cash received for new agreements	1,278,334
Revenue recognized during the period	(82,202)
Balance at December 29, 2024	$ 3,251,449
Increase due to cash received for new agreements	3,141,666
Revenue recognized during the period	(169,514)
Balance at December 28, 2025	$ 6,223,601

The following table illustrates contract liabilities expected to be recognized as revenue in the future related to performance obligations that were unsatisfied or partially unsatisfied as of December 28,2025:

For the fiscal years:		
Partially satisfied performance obligations:		
2026	$	154,937
2027		151,640
2028		156,099
2029		132,794
2030		132,794
Thereafter		1,070,337
Unsatisfied performance obligations		4,425,000
Total	$	6,223,601

The timing of recognition of contract liabilities related to the unsatisfied future performance obligations associated with unopened restaurants at December 28, 2025 is not yet estimable due to the variability and uncertainty of franchisee openings. The Company anticipates commencing revenue recognition over the terms of the respective franchise agreements once the related restaurants are opened.

NOTE 5 Member's Equity

The Company's LLC operating agreement has a perpetual life. Excess cash flow, tax liability distributions, and profits and losses are to be distributed to the Member in accordance with the operating agreement. The liability of the Company's Member is limited to the Member's specific capital balance. Upon liquidation of the Company, the net assets shall be distributed to the Member.

EXHIBIT B-1
Franchise Agreement

Franchise Agreement
for a
Hawaiian Bros® Island Grill Restaurant

2026
110995741.1

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GLOSSARY OF TERMS

The following terms are used in this Franchise Agreement (this "**Agreement**") with the meanings assigned in this Glossary.

Ad Fund means a separate and segregated advertising and development fund established by Company for the purpose of enhancing the goodwill and public image of the System through advertising and promotions.

Affiliate means a Person that controls, is controlled by, or is under common control with another Person by virtue of equity ownership, contract, or other means. For the purposes of this Agreement, "controlling", "controlled", or "control" (and all derivatives thereof) means the right to exercise, directly or indirectly, more than twenty percent (20%) of the voting rights of any Person or the power to direct or cause the direction of the management or policies of any Person.

Area Cooperative means a cooperative advertising association formed by at least two owners of Hawaiian Bros Restaurants located in certain designated geographic areas for the purpose of jointly advertising and promoting their Hawaiian Bros Restaurants.

Asset Interests means any interest in or right under this Agreement and any interest in the Franchised Restaurant or the assets of the Franchised Restaurant, including the Restaurant Premises.

Business Entity means a corporation, general or limited partnership, limited liability company, trust, or any other similar type or form of business organization.

Catering means the at-restaurant preparation of the standard menu items and delivery of those items, either in prepackaged portions or in bulk, to commercial accounts. Catering may or may not include on- site set up, food service and/or clean up.

Charter Documents means a corporation's articles of incorporation, bylaws and shareholders agreement (if any); a partnership's partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company's articles of organization and regulations or operating agreement; and comparable governing documents for any of the foregoing Business Entities or of any other type of Business Entity.

Collateral has the meaning set forth in Section 18(f).

Company has the meaning set forth in the introductory paragraph on the first page of this Agreement.

Competitive Business has the meaning set forth in Section 18(a).

Confidential Information any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of Company, its Affiliates, or Company's franchisees, business plans or strategy, marketing plans, marketing information, profit margins, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of Company, Restaurant layout, plans, and schematics, the contents of the Operations Manual, any other information relating to the operation of the System, and such other information about Company and its business as may reasonably be construed to be confidential or proprietary to Company, whether designated as confidential or not and whether or not such information constitutes "trade secrets" under prevailing judicial interpretations. "Confidential Information" does not include any information (i) that has become publicly known through no act or omission of Franchisee, its Principals or Affiliates or any of their respective officers, directors, managers or employees, (ii) that has been received in good faith by Franchisee

from a Person having lawful and legitimate possession of the information and the right to disclose such information free of any duty of confidentiality to Company, or (iii) that Company has expressly approved in writing for public disclosure.

Controlling Principal(s) means, if Franchisee is a Business Entity, any Principal other than a Person (i) that owns 10% or less of Franchisee's Ownership Interests, (ii) is a passive investor in Franchisee, and (iii) whom Company has agreed in writing is not required to agree to be bound by the terms of this Agreement as a Controlling Principal. (If a "Controlling Principal" of Franchisee is also a Business Entity, a Controlling Principal will also mean and include the individuals who control the operations of such Controlling Principal, whether because of their Ownership Interests or actual management control and may, at Company's request, include any Person with an Ownership Interest in such Business Entity.) Each Controlling Principal, together with their spouse (if any), must agree to be individually bound by covenants concerning confidentiality, non-competition, and non-solicitation and will personally guarantee Franchisee's performance under this Agreement by signing a Guaranty.

Convention means a franchisee convention Company may hold or sponsor from time to time but not more often than annually, which may include meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics.

Copyrighted Materials refers to and includes all versions, variations and adaptations of the following materials in tangible form, whether produced by Company, produced on its behalf as works for hire, or derived from works produced by or on behalf of Company: (i) all manuals used in a Hawaiian Bros Restaurant's development, operation and marketing activities, including, but not limited to, the Operations Manual; (ii) training materials (including printed, audio, video or electronic materials); (iii) Hawaiian Bros Restaurant plans and specifications; (iv) menu board designs and graphics; (v) product identification posters and photographs; (vi) advertising and marketing materials; (vii) labels, forms and reports provided by Company; (viii) any computer software developed by Company or as works for hire for use in the operation of Hawaiian Bros Restaurants; and (ix) any other materials protected by copyright law or marked or identified by Company as protected by copyright.

Delivery Service means the delivery, directly by Franchisee or indirectly through a third party delivery service, of food and beverages in prepackaged portions to residential customers. Delivery service does not include on-site set up, food service, or clean up.

Designated Principal means, if Franchisee is a Business Entity, the Principal who will be the designated operator who will oversee and supervise the Franchised Restaurant's management and operation and the individual designated as the primary contact for Company with respect to any notices or communications under this Agreement. There may be more than one Designated Principal.

Development Agreement means the Development Agreement between Company and Franchisee pursuant to which Franchisee was authorized to develop the Franchised Restaurant.

Effective Date means the date Company signs this Agreement, as indicated in its signature block.

Event of Default has the meaning set forth in Section 16 of this Agreement.

Event of Force Majeure has the meaning set forth in Section 25(h) of this Agreement.

Executive Management means all individuals, if any, in addition to the Designated Principal(s) and General Manager that have authority over the Franchised Restaurant's operations, including all salaried managers employed at the Franchised Restaurant.

Franchise Disclosure Document means Company's most recently-issued disclosure document prior to the Effective Date, except where the reference to such term indicates that it means Company's then-current disclosure document.

Franchised Restaurant means the Hawaiian Bros Restaurant located at the address set forth in Section 2(a).

Franchisee has the meaning set forth in the introductory paragraph on the first page of this Agreement.

General Manager means an individual who has successfully completed Company's training program and is designated by Franchisee to supervise and manage all aspects of the Franchised Restaurant's day-to-day operations, including, but not limited to, knowledge of and actively involved with the actual calculation of the cost of sales, labor, inventory, purchasing, and profit and loss statements, and with whom Company and its staff may deal exclusively for purposes of administering and coordinating the franchise relationship. The General Manager may or may not be the Franchisee of the Franchised Restaurant or the Designated Principal. The General Manager must devote his or her full business time and efforts to performing his or her assigned duties for Franchisee and comply with all applicable federal, state, and local laws, regulations, or ordinances in carrying out those duties. Franchisee's first General Manager is identified beneath the signature block of this Agreement. All General Managers must be individuals who are employed directly by Franchisee or one of its Affiliates. Franchisee may not enter into a contract with any non-employee individual or Business Entity for any aspect of the Franchised Restaurant's management.

Grand Opening Campaign has the meaning set forth in Section 7(d)(6).

Gross Sales means the aggregate revenues or other consideration Franchisee receives from the sale of products and services through operation of the Franchised Restaurant (including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise, and sales of food and beverage to employees), whether for cash, credit, or any other means of payment, from all services performed from or at the Premises, and from all orders taken or received at the Premises, regardless of where such orders are filled (including revenue from direct delivery, catering and/or delivery services through third parties), less (i) applicable sales taxes Franchisee collects and remits to the appropriate tax authority, and (ii) revenue Franchisee derives from selling or issuing Hawaiian Bros Island Grill gift or loyalty cards (although revenue Franchisee derives from selling products and services to customers using those cards for payment is included in Gross Sales), but without deduction of any other costs or expenses whatsoever. Gross Sales will not be reduced by any deductions for cash shortages incurred in connection with the transaction of business with customers or theft or fees that Franchisee owes to third party delivery or catering service providers with respect to a sale. Gross Sales do not include the amount of discounts given to customers (including employees) from the purchase price for products and services, whether through promotions, the acceptance of coupons originally issued for no consideration, or other discounts.

Guaranty means that form of document attached as **Exhibit D** to this Agreement.

Hawaiian Bros Restaurant means a retail establishment at a fixed (permanent) location that is not in a Non-Traditional Venue and that operates continually on a year-round basis under the Hawaiian Bros Island Grill trade name and System. The term does not include any type of Special Outlet.

Indebtedness has the meaning set forth in Section 18(f)(1).

Indemnified Parties means Company and its Affiliates, and their successors and assigns, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives.

Information System means electronic systems an operator uses to collect, compute, process, store or report a Hawaiian Bros Restaurant's Gross Sales, other financial data and operating information, such as cash registers, computers, peripheral equipment, hardware and related software programs, Apps, application program interface (API).

Initial Franchise Fee has the meaning set forth in Section 3.

Inspections means physical, on-site inspections of a Hawaiian Bros Restaurant to determine the degree to which its operation satisfies the Standards.

Interests mean Ownership Interests and Asset Interests, collectively.

In-Term Restricted Period has the meaning set forth in Section 18(a)(1).

Internet means the world wide web.

Internet Website means a website on the world wide web and any mobile application available for download from a mobile app marketplace that provides information about the Hawaiian Bros Island Grill concept and the products and services that Hawaiian Bros Restaurants offer.

Intranet means an Intranet or other communications network that Company or its third-party supplier provides and/or administers for the Hawaiian Bros Island Grill restaurant chain through which members of the Hawaiian Bros Island Grill network of Hawaiian Bros Restaurants may communicate with each other and through which Company may disseminate updates to the Operations Manual and other Confidential Information. Company will have no obligation to maintain an Intranet and may dismantle or otherwise discontinue any Intranet at any time without liability to Franchisee.

Losses means all losses, obligations, liabilities, damages (actual, consequential, or otherwise), actions, fines, debts, penalties, taxes, interest and defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, and alternative dispute resolution.

Marks refers to and includes (i) the Hawaiian Bros trademark and logo, (ii) the Hawaiian Bros Island Grill trade name, (iii) the elements and components of a Hawaiian Bros Island Grill Restaurant's Trade Dress, and (iv) any and all additional or different trade names, trademarks, service marks, logos and slogans that Company adopts to identify the Hawaiian Bros franchise system and the products and services Hawaiian Bros Restaurants offer.

Minimum Local Ad Spend has the meaning set forth in Section 8(b)(1).

Non-Traditional Venue means a hospital or medical center, airport, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, ballpark, military base, state or national park, hotel, lodge, country club, social club, resort, casino, theater or other mass gathering location or event.

Offer means a bona fide written offer for the purchase of (i) a Principal's Ownership Interest in Franchisee, whether direct or indirect, or (ii) Franchisee's Asset Interests.

Offer Notice has the meaning set forth in Section 13(g)(2).

Opening Restaurant Trainer means a Person designated by Company that may assist Franchisee in training its supervisory staff on the System. This training will not concern matters relating to labor relations and employment practices.

Operations Manual means and collectively includes all manuals, policy statements, directives, bulletins and memoranda, as revised from time to time, that contain prescribed or recommended Standards, procedures, policies and advice relating to a Hawaiian Bros Restaurant's operation and management and to marketing the products Hawaiian Bros Restaurants serve. The Operations Manual discloses the principal elements of Company's proprietary System, and its contents are and will remain Company's exclusive property.

Option has the meaning set forth in Section 13(g)(3).

Option Period has the meaning set forth in Section 13(g)(4).

Ownership Interests means (i) in relation to a corporation, the ownership of shares of stock in the corporation; (ii) in relation to a partnership, the ownership of a general or limited partnership interest; (iii) in relation to a trust, the ownership of the beneficial interest of such trust; (iv) in relation to a limited liability company, the ownership of a membership interest; (v) in relation to any other Business Entity, the ownership of any equity interest therein; and (vi) with respect to any Business Entity, any right or option to acquire any of the items described in provisions (i) -(v) of this definition, including warrants, options to purchase, and convertible debt instruments.

Person means an individual or a Business Entity.

Post-Term Restricted Period has the meaning set forth in Section 18(a)(2).

Principal means any Person with a direct or indirect Ownership Interest in Franchisee, if Franchisee is a Business Entity. A Principal includes a Controlling Principal and a Designated Principal.

Restaurant Premises means any real estate controlled or occupied by Franchisee and appurtenant to the Franchised Restaurant.

Scheduled Opening Date means the date by which the Franchised Restaurant must be open for business.

Security Interest has the meaning set forth in Section 18(f).

Social Media means blogs, local guides or review sites, mapping applications, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like X, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

Special Outlet means a ghost kitchen, a kiosk, a food truck, a temporary or seasonal booth, or similar installation, no matter how denominated, operated under the Hawaiian Bros Island Grill trade name and which may serve some or all of the same products and services as a Hawaiian Bros Restaurant. The term also includes a mobile dispensing unit, such as a cart or customized RV, operated under the Hawaiian Bros Island Grill trade name but does not include an automobile or van used for Catering or Delivery Service, if expressly approved.

Standards means standards, specifications, requirements and instructions for the development or operation of a Hawaiian Bros Restaurant designated by Company from time to time, including standards relating to quality, service, and cleanliness.

System means the compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures that Company has developed or adopted to govern the operation of Hawaiian Bros Restaurants, the marketing of their products and services, and the methods of communication between and among Company and Hawaiian Bros Restaurant operators, all or some of which may be deleted, changed, improved or further developed by Company from time to time.

Term has the meaning set forth in Section 11(a).

Territory means the certain geographic area within a 3-mile radius of the Franchised Restaurant's front door; provided, however, if the Restaurant Premises is located in a densely populated metropolitan area as determined by Company, no Territory protection is granted to Franchisee and Section 4(b) of this Agreement will be deemed to be deleted from this Agreement. Additionally, if Franchisee or its Affiliate(s) own(s) or operate(s) any other Hawaiian Bros Restaurant in the Territory during the Term of this Agreement, Franchisee's Territory shall be deemed to exclude, and Franchisee will have no protection from competition from, such other Hawaiian Bros Restaurant, notwithstanding any future change to the owner or operator of such Hawaiian Bros Restaurant.

Trade Dress means decorative, non-functional components of a Hawaiian Bros Restaurant that provide the establishment a distinctive, memorable appearance.

Trade Secrets means the components of the System, the contents of the Operations Manual and of all training materials and computer programs developed by Company or in accordance with its specifications, any other Confidential Information that Company imparts to Franchisee with respect to a Hawaiian Bros Restaurant's operation or management, whether through the Operations Manual or otherwise, and any other information that constitutes "trade secrets" under prevailing judicial interpretations.

FRANCHISE AGREEMENT FOR A
HAWAIIAN BROS® ISLAND GRILL RESTAURANT

THIS AGREEMENT is entered into by and between Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Company**"), and _____ ("**Franchisee**"). Certain terms are used in this Agreement with the meanings assigned in the Glossary of Terms appearing at the beginning of this Agreement. The Glossary of Terms is incorporated into, and made an integral part of, this Agreement by reference.

1. RECITALS

Company and its Affiliates have developed a System to guide and govern the operation of quick service restaurants that operate under the Hawaiian Bros® Island Grill trade name and offer the traditional Hawaiian plate lunch and other fresh, high quality Hawaiian cuisine in a Hawaiian-themed atmosphere. Company franchises the operation of Hawaiian Bros Restaurants. Franchisee has completed the site selection requirements of a Development Agreement for a Hawaiian Bros Restaurant to be located at the address shown in Section 2. The parties desire to enter into a franchise relationship on the terms and conditions of this Agreement.

2. GRANT OF FRANCHISE

(a) Subject to the terms, conditions and limitations of this Agreement, Company grants Franchisee a franchise to operate a Hawaiian Bros Restaurant at the following location: _____. Franchisee's use of any of the Marks or any element of the System in the operation of a business at any other location or in any other channel of distribution without Company's express written authorization will constitute willful infringement of Company's rights in the Marks and the System.

(b) The franchise includes the following rights and licenses:

(1) Authorization to operate the Franchised Restaurant under the Hawaiian Bros Island Grill trade name, in association with the Hawaiian Bros Island Grill service mark and in accordance with the System;

(2) Authorization to install the Trade Dress and exterior and interior signs bearing the Hawaiian Bros Island Grill name and logo at the Franchised Restaurant;

(3) Authorization to sell approved food and approved memorabilia or other merchandise from the Franchised Restaurant; and

(4) Authorization to use the Marks to identify, advertise and promote the Franchised Restaurant's products and services.

(c) Franchisee will acquire no rights or authority under this Agreement or as an element of the franchise:

(1) To sell to any wholesale customer the ingredients (including Company's proprietary sauces or other condiments) from or with which any menu item is prepared or accompanied;

(2) To provide Delivery Service unless otherwise required or approved by Company and except in accordance with delivery standards and procedures as they are established and modified by Company from time to time in its discretion;

(3) To provide Catering from the Franchised Restaurant without Company's prior written permission;

(4) To sell Hawaiian Bros Island Grill brand food, memorabilia or other merchandise from an Internet Website or a Special Outlet without Company's express prior permission; or

(5) To operate a Special Outlet without Company's prior written permission.

(d) Company reserves all rights that this Agreement does not expressly grant to or confer upon Franchisee.

3. FRANCHISE FEE

As partial consideration for the rights granted under this Agreement, Franchisee shall pay Company an initial franchise fee of $50,000 (the "**Initial Franchise Fee**"). The Initial Franchise Fee, less the amount of the Franchise Fee Deposit for the Franchised Restaurant paid to Company under the Development Agreement, shall be paid to Company simultaneously with the execution of this Agreement by certified check, wire transfer or electronic funds transfer. The Initial Franchise Fee is not refundable under any circumstances.

4. COMPETITIVE PROTECTION

(a) Company does not grant exclusive territories, but provides Franchisee protection against some forms of competition inside the Territory solely to the extent set forth in this Section 4; provided, however, that if the Restaurant Premises is located in a densely populated metropolitan area as determined by Company, Company does not grant Franchisee any Territory, and, therefore, no protection from competition, with respect to the Franchised Restaurant. Franchisee will have no protection against competition from Hawaiian Bros Restaurants, Special Outlets, Non-Traditional Venues or other establishments the physical premises of which are located anywhere outside the Territory's physical boundaries, whether or not these establishments market their products and services in, provide Catering in, or draw customers from the Territory. Nor will Franchisee have any protection against competition from foodservice and other operations under the Marks in or at Non-Traditional Venues or Special Outlets physically located inside the Territory. On the other hand, there will be no limitation on the geographic area from which the Franchised Restaurant may draw customers. Franchisee may only place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within the Territory, provided Franchisee will not be deemed to be in violation of this Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of the Territory. In addition, Franchisee will have no protection against competition from restaurants, other retail establishments, or any other distribution channel operated, franchised, licensed, or otherwise permitted by Company or any of its Affiliates under trademarks and brand names other than the Marks, whether located or operating inside or outside the Territory, even if such restaurants, other retail establishments, and distribution channels offer and sell the same products and services as the Franchised Restaurant.

(b) Company will not open or authorize anyone except Franchisee to operate a Hawaiian Bros Restaurant from a physical premises located in the Territory. However, this protection will not apply to, and Franchisee will have no competitive protection from, (i) Special Outlets that Company or another

franchisee or licensee (with Company's authorization) operates, either permanently, temporarily or seasonally, and (ii) any other Hawaiian Bros Restaurant owned or operated by Franchisee or its Affiliate(s) in the Territory at any time during the Term of this Agreement, notwithstanding any future change to the owner or operator of such Hawaiian Bros Restaurant.

(c) The Territory will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Territory, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Territory, Franchisee may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's activities in or at those Non-Traditional Venues, including, but not limited to, its right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.

(d) Nothing contained in this Section 4 will prohibit or restrict Company, its Affiliates or its licensees from engaging in the distribution of proprietary sauces, shirts or other memorabilia, food or merchandise, whether or not identified by or associated with the Hawaiian Bros Island Grill brand name or logo, to or through commercial establishments that are not affiliated with Company or associated with the System, including (for example) department stores or supermarkets. Company and its Affiliates may exercise their distribution rights, both inside and outside the Territory.

(e) Nothing contained in this Section 4 will prohibit or restrict Company, its Affiliates or its licensees from selling proprietary sauces, shirts or other memorabilia, food or merchandise to customers inside the Territory through catalogues, telemarketing campaigns, an Internet Website and other direct-order techniques. Company, its Affiliates or its licensees may distribute sales solicitation materials in the Territory and broadcast television and radio commercials for direct-order merchandise into the Territory, without being deemed to infringe Franchisee's competitive protection rights.

(f) Franchisee acknowledges and agrees that Company has no express obligation or implied duty to insulate or protect Franchisee's revenues from erosion as the result of competition that is not prohibited by this Section 4. Franchisee expressly waives and relinquishes any right to assert any claim against Company based on the actual or arguable existence of any such obligation or duty.

5. MODIFICATION OF CONCEPT, TRADE DRESS AND EQUIPMENT STANDARDS

(a) Company reserves the right to modify the Franchised Restaurant concept, Trade Dress and Standards from time to time through changes to or a supplement of the Operations Manual for a variety of reasons to protect the quality of Company's brand, products, and services. These reasons include the need to (1) respond to changes in consumer expectations and buying trends, (2) take advantage of efficiencies made possible by growth of the Hawaiian Bros Island Grill restaurant chain, (3) implement efficiencies made possible by technological advances or as a result of Company's research and development activities, (4) implement co-branding alliances with other companies, or (5) meet competition. Without limiting the foregoing rights, Company specifically reserves the right and discretion to (i) change authorized or required menu items, or change their names, recipes or image, (ii) change the Trade Dress and equipment and fixtures Standards for Hawaiian Bros Restaurants, (iii) add or change the Standards for customer services (such as Catering and Delivery Service), (iv) change uniform requirements, and (v) require the use of new or different Information Systems. Depending on the nature of the required modification, Franchisee will have a minimum of five days and a maximum of six months to complete any changes, as specified in the Operations Manual or any changes or supplements thereto.

(b) Company requires that all Hawaiian Bros Restaurants install and maintain a computer-based Information System that permits communication between Company and Hawaiian Bros Restaurant franchisees. The Information System may involve or include an Intranet network that Company designs

and administers for the System. Franchisee acknowledges that this Section 5 obligates Franchisee to install the type and capacity of computer, POS cash register, modem and peripheral equipment, telephone system and audio/visual and any other equipment Company designates and to participate in the Information System in accordance with Standards, protocols, terms and procedures Company includes in the Operations Manual or any supplements or changes to the Operations Manual, which may require the use of Company's approved or designated service providers. Franchisee further agrees to install additions, substitutions and upgrades to the hardware, software, and other items in the Information System as modified from time to time through the Operations Manual.

(c) If Company allows the Franchised Restaurant to participate in any new product test, Franchisee will participate in the test in accordance with the Standards and will discontinue offering any product that Company decides not to add permanently to the authorized Hawaiian Bros Restaurant menu or other authorized merchandise list.

(d) If Franchisee develops or suggests an innovation or improvement that Company decides to incorporate into the Hawaiian Bros Island Grill restaurant concept or System, either temporarily or permanently, Franchisee will assign ownership of the innovation or improvement to Company without compensation within 90 days after such innovation or improvement is implemented. The sole consideration for the assignment will be Company's giving Franchisee recognition and credit for the innovation or improvement in announcing it to members of the System.

6. COMPANY SERVICES AND ASSISTANCE

(a) Development Stage Assistance. Company will provide the following services and assistance to Franchisee before Franchisee opens the Franchised Restaurant:

(1) Company will designate the Territory and provide Franchisee with site selection guidelines and site selection assistance as Company deems advisable.

(2) Company will provide Franchisee a list of any required furniture, fixtures, and equipment that Franchisee must install in the Franchised Restaurant and, if such items must be purchased from a pre-approved or designated distributor or supplier, the list of pre-approved or designated distributors and suppliers from which Franchisee may or must purchase such items.

(3) Company will furnish Franchisee with the names of any designated or approved suppliers, which may include Company and its Affiliates, for supply of inventory and supplies for the Franchised Restaurant.

(4) (i) Company will provide an initial training program at Company's headquarters or other location(s) designated by Company at various dates and times specified by Company. Franchisee (if Franchisee is a Business Entity, its Designated Principal or another representative approved by Company to attend initial training in lieu of the Designated Principal), its General Manager and Franchisee's Executive Management must attend and complete the initial training program to Company's satisfaction no later than 30 days before the date the Franchised Restaurant begins operation. Company will provide such initial training program to Franchisee, its General Manager, and Franchisee's Executive Management without charging tuition or a training fee, provided Franchisee must pay all costs and expenses, including lodging, meals and transportation costs and wages and benefits for any employee, that Franchisee or its trainees incur in attending Company's initial training program. Company will determine whether Franchisee, the General Manager, and Franchisee's Executive Management have satisfactorily completed initial training program. If Franchisee, the General Manager, or any of Franchisee's Executive

Management does not complete the initial training course to Company's satisfaction, he or she must re-take the training program at Franchisee's expense, including payment of Company's then-current initial training fee. If Franchisee, its General Manager, or any of Franchisee's Executive Management does not successfully complete Company's initial training program a second time, Franchisee will be in material default under this Agreement. Notwithstanding the foregoing, if the Franchised Restaurant is Franchisee's second or later Restaurant, only the General Manager and other Restaurant-level Executive Management must complete the initial training program.

(ii) In addition to any other remedies available to Company, if Company determines that Franchisee (or the Designated Principal or other approved trainee) and/or the General Manager and/or any other Executive Management is unable to complete initial training to Company's satisfaction, Company has the right to postpone the opening of the Franchised Restaurant until two qualified and fully-trained candidates are available.

(iii) Company may, at its sole discretion, require supplemental, refresher training or recertification examination for Franchisee (or the Designated Principal) and its managers at Franchisee's expense.

(iv) If Franchisee is involved in the transfer or sale of any interest in the Franchised Restaurant, the potential owner or interest holder must be approved by Company through the normal application approval process and approved for training. Any new owner designated as Designated Principal, any new General Manager, and any new Executive Management of the Franchised Restaurant are required to complete the training program before the transfer or sale occurs.

(5) Company will loan Franchisee one set of, or otherwise give Franchisee digital access to, the Operations Manual and other relevant training materials. Company may charge Franchisee a reasonable fee if Company agrees (although Company is not obligated to do so) to give Franchisee more than one physical copy of its Operations Manual or training materials or a physical copy of the Operations Manual or training materials if Company's standard practice is to provide digital access to the Operations Manual and/or other relevant training materials.

(6) Company will develop Franchisee's Grand Opening Campaign program and materials.

(7) Company will provide opening assistance through its new restaurant opening assistance team in accordance with Company's then-current new Hawaiian Bros Restaurant opening assistance program, which Company may modify or terminate at any time in its discretion. If required by Company's then-current opening assistance program, Franchisee must reimburse Company for the cost of all travel, lodging, and car rental, and a per diem allowance for meals and travel incidentals of Company's new restaurant opening assistance team incurred in connection with providing such assistance. If Company schedules the pre-opening team to provide new restaurant opening assistance and the Franchised Restaurant experiences any delay in opening, Franchisee is required to reschedule new restaurant opening assistance based on the pre-opening team's availability at the time of the delay and Franchisee is required to reimburse Company for all costs, expenses and salaries that the pre-opening team incurs during the delay. New restaurant opening assistance during weeks with national holidays, including the weeks of Thanksgiving, Christmas and New Year's Day will be limited and subject to the team's availability. New restaurant opening assistance provided for openings during the week of any national holiday may require higher wage reimbursement. All new restaurant opening assistance is subject to the pre-opening team's availability. The level of opening support provided by Company will be determined

in accordance with the criteria established by Company from time to time and may vary depending on factors such as the number of Hawaiian Bros Restaurants Franchisee operates, the number of certified trainers Franchisee employs, and whether or not Franchisee is required to maintain a certified training restaurant under Company's then-current new Hawaiian Bros Restaurant opening assistance program.

(b) Operational Assistance. Company will provide the following services and assistance to Franchisee after the Franchised Restaurant opens:

(1) A portion of Company's new Hawaiian Bros Restaurant opening assistance described in Section 6(a)(7) above may be provided after the Franchised Restaurant opens.

(2) Company will make available to Franchisee training programs and seminars and other related activities as Company may conduct for its franchisees generally, which may be mandatory for Franchisee, its General Manager, Executive Management and other location personnel and may require payment of a fee.

(3) Subject to availability of Company trainers, Company will provide additional on-site training at the Franchised Restaurant upon Franchisee's request. Franchisee must pay Company's hourly training fee for each trainer as well as reimburse Company's costs and expenses incurred in connection with providing such additional training, including without limitation, the cost of all travel, lodging, and car rental, and a per diem allowance for meals and travel incidentals.

(4) Company will maintain and administer the Ad Fund, provided Company's costs and expenses incurred in connection with such administration may be paid out of the Ad Fund.

(5) Company will occasionally visit the Franchised Restaurant to conduct Inspections.

(6) Company will arrange for the production and distribution of its proprietary products used in the preparation of certain menu items.

(7) Company will give Franchisee access to additions and supplements to the Operations Manual as they become available.

(8) So long as Franchisee complies with Franchisee's financial, operational and reporting obligations under this Agreement, Company will invite Franchisee to attend (at Franchisee's expense) all conventions, seminars and other franchisee-oriented functions Company from time to time plans and sponsors and which are open to all franchisees generally. Company may charge a fee to attend its Convention.

(9) Company will permit Franchisee to purchase equipment and inventory from or through any distribution network Company establishes for distribution within an area that includes the Franchised Restaurant. Company will not be liable to Franchisee for any loss or damage, or be deemed to be in breach of this Agreement, if Company cannot deliver or cause to be delivered, or if Company's Affiliates or designated sources or approved suppliers cannot deliver, Franchisee's orders for products, merchandise, equipment, supplies, and other items when such items are out-of-stock or discontinued. Company and its Affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with Company, its Affiliates, Franchisee, and other franchisees and to use all amounts received without restriction for any purposes Company and its Affiliates deem appropriate.

7. FRANCHISEE'S PERFORMANCE

(a) Business Entity Requirements. If Franchisee is a Business Entity, the following requirements apply:

(1) Franchisee must be newly organized and its Charter Documents must provide that Franchisee's purposes and activities are restricted exclusively to operating Hawaiian Bros Restaurants.

(2) True, complete and duly authenticated copies of Franchisee's Charter Documents and of a resolution of Franchisee's board of directors, managers, general partner or other managing body authorizing Franchisee to enter into and perform this Agreement must be furnished to Company prior to the execution of this Agreement.

(3) Franchisee's Charter Documents must impose transfer restrictions that give effect to Section 13(b), and each certificate representing an Ownership Interest in Franchisee must contain or have conspicuously noted upon its face a statement in a form satisfactory to Company to the effect that any assignment or transfer of the certificate is subject to all restrictions this Agreement imposes on transfers and assignments.

(4) Franchisee must complete the information required in **Exhibit C** before signing this Agreement or opening the Franchised Restaurant, as Company specifies, and furnish a current version of the list to Company within ten days after any change (some of which changes are subject to Section 13) and upon Company's request. Each Person Company designates, including Principals, General Managers, Executive Management and any other person identified on **Exhibit C**, must sign an agreement undertaking to be bound by confidentiality, non-competition, and non-solicitation covenants in the form attached as **Exhibit E** ("**Confidentiality and Non-Competition Agreement**").

(b) Restaurant Premises. Franchisee is responsible for locating, financing, developing and purchasing or leasing the Restaurant Premises. Franchisee acknowledges that selection and procurement of the Restaurant Premises is its responsibility and Company's approval of the Restaurant Premises and rendering of assistance in the selection of the Restaurant Premises does not constitute any representation, guaranty or warranty by Company that the Franchised Restaurant operated at that Restaurant Premises will be successful. Franchisee's Restaurant Premises must meet the following conditions:

(1) Company has no responsibility for any lease; it is Franchisee's sole responsibility to evaluate, negotiate and enter into a lease or a purchase agreement for the Restaurant Premises in accordance with the terms of the Development Agreement. Franchisee must furnish Company with an executed lease within five days after its execution.

(2) Franchisee must maintain and periodically refresh the building, equipment, fixtures, furnishings, signage and Trade Dress (including the interior and exterior appearance) used in the operation of the Franchised Restaurant in accordance with Company's requirements established periodically and any Inspections or other periodic evaluations of the Restaurant Premises by Company's representatives. From time to time as Company requires, Franchisee must modernize and/or replace aspects of the Restaurant Premises, Trade Dress and equipment as may be necessary for the Franchised Restaurant and Restaurant Premises to conform to the Standards for similarly situated new Hawaiian Bros Island Grill franchisees, which modernization and/or replacement may include a comprehensive remodel of the Restaurant Premises.

(3) Each transfer subject to Section 13 and each renewal under Section 11 are expressly conditioned upon Franchisee's compliance with Company's then-current modernization or replacement requirements.

(c) Restaurant Construction. The Franchised Restaurant and Restaurant Premises must be designed, laid out, constructed or renovated, furnished, and equipped to meet the Standards, and Franchisee must satisfy any conditions to Company's approval of the development of the Restaurant Premises. Any deviations from the Standards must have Company's prior written approval. Any plans that Company provides to Franchisee, and Company's approval of any plans Franchisee submits to Company, relate solely to compliance with the Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. Franchisee is solely responsible for ensuring that construction plans comply with applicable laws and regulations. At Company's request, Franchisee must promptly correct any unapproved deviations from the Standards in the development of the Franchised Restaurant or Restaurant Premises.

(d) Construction and Operations. In connection with the construction and operation of the Franchised Restaurant, Franchisee agrees to fulfill the following requirements and perform the obligations and observe the restrictions stated in this Section 7(d):

(1) After the Franchised Restaurant opens, Franchisee will not alter its furniture, fixtures, equipment, signs or Trade Dress without Company's express prior permission.

(2) Franchisee will affix to an exterior window or display prominently on an interior wall of the Franchised Restaurant a decal or placard containing the following statement: "This restaurant is owned, operated, and managed by _____ under a license from Hawaiian Bros Franchising, LLC," and never make a statement or representation to any Person that is contrary to or inconsistent with Section 21 of this Agreement.

(3) Franchisee will send its Designated Principal and any other Controlling Principal that we require, the General Manager and Franchisee's Executive Management to the training program described in Section 6(a)(5). The General Manager and at least one other member of Franchisee's Executive Management must complete Company's training program (including all training hours) with a passing grade before the Franchised Restaurant may open for business.

(4) As soon as Franchisee obtains a telephone number, Internet domain name registration or Social Media account for the Franchised Restaurant, Franchisee will sign and deliver to Company an Assignment of Telephone Number(s) and Online Presence for its telephone number(s), Internet domain name registration(s) and Social Media accounts in the form attached to this Agreement as **Exhibit B**. If the Franchised Restaurant's telephone number(s), Internet domain name registration(s) or Social Media accounts change during the Term, or if Franchisee adds an additional number, domain name registration or Social Media account, Franchisee will promptly sign and deliver to Company a new Assignment of Telephone Number(s) and Online Presence for the new or additional number(s), name(s) and account(s).

(5) Franchisee will open the Franchised Restaurant for business not later than the Scheduled Opening Date specified beneath the signature block of this Agreement and will operate it continuously throughout the entire Term solely under the Hawaiian Bros Island Grill trade name and System. If the Franchised Restaurant's completion is interrupted by a natural disaster, fire or other casualty, labor dispute, materials shortage, or similar event over which Franchisee lacks control (such "force majeure" events do not under any circumstances include Franchisee's financing delays or difficulties), the Scheduled Opening Date will be extended for the time

reasonably necessary to remedy the effects of the occurrence. The extension provided in this Section will be available only if Franchisee gives Company prompt written notice of the event's occurrence and an estimate of the time required to remedy its effects.

(6) Franchisee must conduct an advertising campaign promoting and announcing the grand opening of the Franchised Restaurant (the "**Grand Opening Campaign**"). The Grand Opening Campaign must be conducted during a period of time approved by Company in connection with the opening of the Franchised Restaurant and be conducted in the manner that we specify or otherwise approve. You must spend on the Grand Opening Campaign the minimum amount specified on the signature page to this agreement. Expenditures for marketing placement on third-party delivery service provider channels and contributions to the national advertising fund will not be considered when determining whether you met your required Grand Opening Campaign minimum expenditure.

(7) Franchisee will (i) comply with and adhere to the Standards, policies and procedures set forth in the Operations Manual, as revised and supplemented from time to time, (ii) follow Company procedures in the storage, preparation, presentation and dispensing of authorized menu items, and other authorized Hawaiian Bros Restaurant merchandise and the acquisition of items from approved suppliers, (iii) purchase and use fresh, processed and prepackaged ingredients that satisfy or exceed the minimum grade or quality Standards Company from time to time specifies, (iv) purchase from Company or a source Company designates and exclusively use Hawaiian Bros Island Grill brand sauces and other proprietary products specially produced for the Hawaiian Bros Island Grill restaurant chain, and (v) purchase inventory, supplies, equipment, merchandise and technology services only from suppliers Company designates or approves from time to time, the number of which may be limited by Company. Franchisee acknowledges that Company and/or a Company Affiliate may be a supplier of approved or required inventory, supplies, equipment, merchandise or technology services and Company or one of its Affiliates may be the only approved supplier with respect to certain of such items, some of which may be required. Company reserves the right to prohibit or restrict Franchisee's use of non-required service providers when Company determines, in its sole discretion, that they demonstrate meaningful risks to the System.

(8) Franchisee will provide appropriate training, supervision (including any minimum levels of management as may be required by Company) and security for all personnel employed in the Franchised Restaurant, maintain standards of prompt and courteous customer service (consistent with the Aloha spirit and core value of the System to treat each other and customers like *Ohana* (Hawaiian for family)), and instruct all employees of the Franchised Restaurant in the proper use and display of the Marks and the confidential handling of the Trade Secrets and the Operations Manual, as stated in Section 12.

(9) Franchisee will ensure that all of the Franchised Restaurant's employees follow Company's grooming and dress code and wear only approved uniform items, including any uniform items required by Company.

(10) Franchisee will notify Company promptly of any change in the General Manager and then recruit, hire and send for training a suitable qualified replacement General Manager within a reasonable time, which, subject to Company's training schedule, will in no case exceed 60 days from the date the former General Manager departed or was no longer qualified to serve as General Manager. Franchisee will pay Company its then-current initial training fee to provide initial training to any replacement General Manager. Franchisee will also pay all costs and expenses, including

lodging, meals and transportation costs, and wages and benefits for such trainee, that Franchisee or its trainee incurs in attending Company's initial training program.

(11) Franchisee will notify Company promptly of any change in its Executive Management and then, unless otherwise approved by Company in writing, recruit, hire and send for training a suitable qualified replacement for the open Executive Management position(s) within a reasonable time, which, subject to Company's training schedule, will in no case exceed 60 days from the date of departure of any individual in Franchisee's Executive Management. Franchisee will pay Company its then-current initial training fee to provide initial training to any replacement Executive Management team member. Franchisee will also pay all costs and expenses, including lodging, meals and transportation costs, and wages and benefits for such trainee, that Franchisee or its trainee incurs in attending Company's initial training program.

(12) Franchisee will offer all foods and beverages included on Company's standard menu, as revised from time to time and, without Company's prior written consent, will not offer any foods, beverages or other merchandise that is not included on Company's authorized Hawaiian Bros Restaurant menu or other merchandise list, as revised from time to time.

(13) Franchisee will imprint the Hawaiian Bros Island Grill logo on all cups, containers, bags, take-out menus and other paper goods used in the Franchised Restaurant to the extent required by Company and in accordance with any instructions contained in the Operations Manual, and will purchase items imprinted with the Hawaiian Bros Island Grill logo only from suppliers Company designates or approves.

(14) Franchisee will purchase, as they become available, and display in the Franchised Restaurant all (i) product identification materials, (ii) point-of-purchase promotional materials, (iii) promotional memorabilia and merchandise, and (iv) other advertising and marketing materials Company creates or authorizes for use by Hawaiian Bros Restaurant operators. Franchisee will purchase these materials from a source Company designates or approves.

(15) At Company's request, Franchisee will display at its own expense in a prominent, accessible place a "franchise opportunity" display for the purpose of increasing public awareness of the availability of Hawaiian Bros Restaurant franchises.

(16) Franchisee will use the Marks, the Trade Secrets, the Operations Manual and other Copyrighted Materials in strict compliance with Section 12 and in a manner tending to promote the goodwill and public image of the System and comply with all of Company's requirements regarding use of Social Media in connection with the Franchised Restaurant's operation or otherwise referencing the System.

(17) Franchisee will maintain the Franchised Restaurant's equipment and fixtures, and the customer seating, kitchen, storage and restroom areas of the Franchised Restaurant in a safe and sanitary condition at all times and will follow any Company procedures with regard to maintaining and cleaning such items and areas.

(18) Franchisee will maintain the physical appearance and integrity of the Restaurant Premises in accordance with the repair, refurbishing and remodeling Standards stated in the Operations Manual.

(19) Franchisee will permit Company representatives to conduct unannounced Inspections of the Franchised Restaurant at any time during normal business hours (such

Inspections will not include a review of records which Company has no authority to control and/or remedy, such as Restaurant employee records, as Franchisee controls exclusively its labor relations and employment practices) and to interview the Franchised Restaurant's employees and customers. Franchisee must promptly correct any condition noted as "unsatisfactory" or "needs improvement" in a report and Company may identify a specific time period required to promptly correct such condition.

(20) Franchisee will maintain Restaurant business hours and days of operation in accordance with the Operations Manual.

(21) Franchisee will comply strictly with all federal, state and local laws and government regulations applicable to Franchisee's franchised business, including those relating to taxation, employment and promotion practices, employee wages, child and immigrant labor, disabled persons, workers' compensation, truth-in-advertising, occupational safety and health, service of alcoholic beverages and sanitation. Franchisee also must furnish Company copies of any licenses and certifications it is required to have to operate the Franchised Restaurant.

(22) Franchisee will (i) adopt and follow Company's fiscal year for accounting purposes, (ii) adopt and follow the accounting principles, policies and practices Company prescribes, including use of Company's standard chart of accounts, (iii) acquire, install and use the Information System Company specifies from time to time in the Operations Manual, (iv) participate in any program for the support of all or certain aspects of the Information System or other technology developed for or used by the System, (v) install and continually maintain a telephone line for the Franchised Restaurant's modem, and (vi) furnish Company the modem's telephone number, as originally assigned and as changed from time to time.

(23) Franchisee will accurately calculate and report Gross Sales to Company at the times and through the procedures Company from time to time specifies (including electronic means). Franchisee acknowledges that Company may electronically poll the Franchised Restaurant's Information System to obtain Gross Sales data as well as other financial and operating information, excluding employee or employment-related information that is identifiable to an employee. Franchisee agrees to maintain continual data network access to the Franchised Restaurant's Information System for use by Company.

(24) Within ten days of any Company requests, Franchisee will furnish Company copies of all annual returns for federal and state income, franchise, business occupation, commercial activity, excise, or similar taxes, and all sales tax returns, filed by Franchisee with respect to the Franchised Restaurant's income, business, or sales for the applicable time period. Franchisee hereby authorizes, and agrees to execute any documents deemed necessary to effect authorization from, all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other Persons with which Franchisee does business to disclose to Company any requested financial information in their possession relating to Franchisee or the Franchised Restaurant. Franchisee authorizes Company to disclose data, excluding employee or employment-related data that is identifiable to an employee, from Franchisee's reports (including to third parties) if Company determines that such disclosure is necessary or advisable.

(25) Franchisee must maintain up-to-date business records and will permit Company, at any time during the Term and for three years thereafter, to conduct an audit of Franchisee's books and records (other than the Franchised Restaurant's employee records, as Franchisee controls exclusively its labor relations and employment practices) relating to the Franchised Restaurant's operation. To assist Company in planning and conducting its audit program, Franchisee expressly

authorizes Company to obtain from any vendor with which Franchisee does business copies of invoices and other sales data related to Franchisee's account with the vendor. Company also may require Franchisee to provide business records, including, but not limited to, bookkeeping and accounting records, invoices, and sales tax records. If an audit establishes that Franchisee's Royalties, Ad Fund contribution, local area marketing reports, or profit and loss statements have understated Gross Sales for any fiscal year or other period reviewed by 2% or more, or if Company's desire to audit is prevented or impeded by Franchisee's failure to maintain or provide the necessary records and information, Franchisee must pay the costs to conduct the audit, including the costs and expenses of travel, lodging, and food of the Persons who conduct or attempted to conduct the audit, as well as the costs of any external auditor or allocable salary and benefits of the Persons on any internal audit team. Otherwise, Company will bear the audit's entire cost. Franchisee must promptly pay Company any Royalties, Ad Fund contribution, and other payment deficiencies established by an audit, together with interest as provided in Section 14.

(26) Within 30 days after the end of each month or other time period as may be communicated by Company from time to time, Franchisee must furnish Company with a balance sheet and profit and loss and cash flow statements for the Franchised Restaurant for the applicable time period. Franchisee will maintain complete and accurate books and records relating to the operation of the Franchised Restaurant in accordance with Section 7(d)(22) and Section 7(d)(25), permit Company representatives to inspect such books and records at reasonable times and, within 45 days after the end of each fiscal year of the Franchised Restaurant (90 days if required to be audited or reviewed), submit to Company a balance sheet, income statement and statement of cash flow for the year then ended. These financial statements must be prepared by an independent certified public accountant, disclose separately the items specified by Company on forms it provides and be prepared in accordance with the accounting principles and practices Company prescribes, and be compiled, reviewed or audited at Company's election. If Franchisee is at any time required to furnish any lender, lessor, government agency or other person any financial statements with respect to Franchisee's franchised business, Franchisee must concurrently furnish Company a copy of such financial statements. Franchisee must maintain for at least three years from the dates of their preparation full, complete, and accurate books, records, and accounts, including, but not limited to, sales slips, coupons, purchase orders, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers in accordance with Company's requirements. Franchisee acknowledges that Company may disclose publicly anonymized or aggregated results of operations and other information of Hawaiian Bros Island Grill franchisees, including Franchisee, and certain former Hawaiian Bros Island Grill franchisees, and Franchisee gives Company permission to do so.

(27) (i) Franchisee will carry continuously during the Term insurance of the types, in the amounts, and with the coverages the Operations Manual specifies from time to time. Unless and until the Operations Manual specifies otherwise, Franchisee must carry the following minimum insurance:

- All risk property insurance;
- Business interruption insurance covering actual loss sustained or otherwise in an amount sufficient to cover all of your continuing payment obligations, specifically including Royalties, Ad Fund contributions and any other reoccurring amounts due to Company under this Agreement;
- Commercial general liability in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;
- Umbrella policy in an amount not less than $10,000,000;
- Workers' compensation in amounts statutorily required by applicable state laws;

- Cyber liability insurance in an amount not less than $1,000,000;
- Employment Practices Insurance specifically covering liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, and with coverage extending to third party claims;
- Other insurance required by the state or local authority; and
- Any insurance coverage required by a lease relating to the Restaurant or Restaurant premises.

Each policy must (1) be obtained from an insurance carrier that has and maintains an A-VII or better and is authorized to do business in the state in which the Franchised Restaurant is located, (2) name Company, its successors and assigns, and its parent companies, subsidiaries, and all other Affiliates, and their respective officers, directors, shareholders, agents, representatives, and employees as additional insureds for claims arising from Franchisee's products and/or operations and include a waiver of subrogation in favor of Company (except in the case of employment practices liability and workers' compensation insurance), (3) name Company as loss payee with respect to Franchisee's business interruption insurance, (4) respond on a primary and non-contributory basis to any insurance carried by Company or its Affiliates, and (5) provide for not less than 10 days' prior notice to Company of modification, cancellation or non-renewal.

(ii) Franchisee must furnish Company certificates of insurance and, at Company's request, actual policies to prove that such insurance coverage is in effect, both prior to the opening of the Franchised Restaurant and annually within five days after each policy renewal date. If Franchisee fails to maintain the required insurance, Company may obtain coverage on Franchisee's behalf and charge the cost to Franchisee. Franchisee agrees to reimburse Company for the premium costs it incurs to provide such coverage, plus interest as provided in Section 14, within ten days after Company submits a statement for its costs.

(28) (i) Franchisee must defend (at Company's request and with counsel approved by Company), indemnify, and hold harmless the Indemnified Parties from and against all Losses arising out of or in any way related to (1) the Franchised Restaurant's operations, (2) any actual or alleged act or omission by Franchisee or any of its Principals, directors, managers, officers, agents, contractors, servants, employees or licensees (including the performance by Franchisee or Principal of any act required by, or performed pursuant to, any provision of this Agreement) or (3) Franchisee's breach of this Agreement.

(ii) It is the intention of the parties that Company shall not be deemed a joint employer with Franchisee for any reason; however, if Company incurs any Loss as a result of any actions or omissions of Franchisee or its employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Company for any such Loss.

(iii) Franchisee has no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions.

(iv) THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE,

DOCTRINE RELATING TO INDEMNIFICATION FOR STRICT LIABILITY OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY.

(v) Franchisee's obligations in this Section 7(d)(28) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

(29) Franchisee will not, without Company's prior written consent and without complying with Section 13, sell any interior or exterior sign bearing or representing any of the Marks, sell all or substantially all the Franchised Restaurant's assets, assign or sublease the Restaurant Premises to any Person, or assign, delegate, or otherwise transfer any rights to manage the Franchised Restaurant or make decisions with respect to the operations thereof.

(30) Franchisee, including the Designated Principal, General Manager, Executive Management, and any other Franchisee management personnel to the extent designated by Company must attend, at Franchisee's expense, any Convention Company may hold or sponsor. Franchisee's failure to attend a Convention is a material breach of this Agreement. Company reserves the right to charge Franchisee a fee to attend any Convention, and Company may collect such a fee from Franchisee whether Franchisee attends or not. Nothing in this Agreement is intended to require Company to hold any Conventions or other meetings.

(31) Franchisee must participate in, and comply with the requirements of, any gift card, customer loyalty or retention, SMS/text messaging, mobile app or similar program, or special promotional program that Company implements for all or part of the Hawaiian Bros Restaurant chain and sign the forms and take the other action that Company requires in order for Franchisee to participate in such programs. Franchisee may not participate in any such type of programs at the local or Area Cooperative level, including but not limited to any collection of SMS numbers or sending of SMS messages, without Company's prior written consent.

(32) Franchisee must participate in, and comply with the requirements of, any guest satisfaction surveys or similar programs that Company implements for all or part of the Hawaiian Bros Restaurant chain from time to time. Without limiting the foregoing, if Company receives a complaint relating to an experience at the Franchised Restaurant, Company may compensate the guest as Company determines appropriate and Franchisee must reimburse Company for an amount equal to the retail value of the compensation provided.

(33) Franchisee will offer Delivery Services in accordance with all delivery standards and procedures as they are established and modified by Company in its discretion from time to time. Franchisee may only offer Delivery Services within the boundaries designated or approved by Company in its discretion. Third-party Delivery Services are limited to certain approved or required vendors.

(34) Franchisee agrees to notify Company within five days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality which names Franchisee, any Controlling Principal, the Designated Principal, any individual in Franchisee's Executive Management, or the Franchised Restaurant's General Manager as a party or otherwise concerns the operation of the Franchised Restaurant or Franchisee's financial condition.

(35) Franchisee must furnish Company with copies of any amendments, riders, or renewals to the lease for the Restaurant Premises within five days after execution.

(36) Franchisee agrees to (i) pay promptly when due all payments, obligations, assessments and taxes due and payable to Company, its Affiliates, or any vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with Franchisee's business; (ii) promptly discharge and remove all liens and encumbrances of every kind and character created or placed upon or against any of the property used in connection with the Franchised Restaurant; and (iii) timely pay all accounts and discharge other indebtedness of every kind incurred by Franchisee in connection with the operation of the Franchised Restaurant. If Franchisee defaults in making any such payment, Company is authorized, but not required, to pay and discharge the same on Franchisee's behalf and Company may debit Franchisee's account for any such payment as contemplated in Section 10(b).

8. ADVERTISING AND PROMOTIONS

(a) Advertising and Development Fund.

(1) Company has established and administers an Ad Fund for the purpose of enhancing the goodwill and public image of the System through advertising and promotions. Franchisee agrees to make contributions to the Ad Fund in the manner and at the rate Company establishes from time-to-time on a system-wide basis. Company may not establish an Ad Fund contribution rate that, when combined with the Minimum Local Ad Spend is in excess of 4% of Gross Sales (*i.e.*, Company may unilaterally establish an Ad Fund contribution rate that, when combined with the Minimum Local Ad Spend, is up to 4% of Gross Sales). As of the Effective Date, the Ad Fund contribution rate and the Minimum Local Ad Spend is an aggregate 4% of Gross Sales, with such amounts allocated between the Ad Fund and local advertising as determined by Company.

(2) Company will direct all advertising and promotions that the Ad Fund finances, with sole control over the creative concepts, graphics, materials, communications media, and endorsements used and their geographic, market, and media placement and allocation. The Ad Fund may be used to pay for creating, preparing, and producing video, audio, and written materials, graphics, and electronic media; developing, implementing, operating, and maintaining the Internet Website, App, Intranet and/or related strategies; administering national, regional, multi-regional, and local advertising and promotions, including, without limitation, purchasing media advertising, conducting direct mail and other direct marketing campaigns, doing on-line Internet advertising and marketing (including paying click-through charges to search engines, banner advertising sources, and advertising host sites), conducting research and other advertising and promotions tactics, and using advertising, promotions, customer relation management, graphic design, marketing, and research agencies and other advisors to provide assistance; supporting public relations, market research, customer satisfaction surveys, and other advertising, promotions, and research activities; paying dues for membership and participation in franchising and industry associations; paying third-party vendors to customize advertising and promotions materials for in-restaurant and local use by franchisees; creating or placing advertisement for solicitation of franchisees; and engaging in other brand enhancement activities.

(3) Company will account for the Ad Fund separately from its other monies (although Company need not keep Ad Fund contributions in a separate bank account) and not use the Ad Fund for any of its general operating expenses. However, Company may use the Ad Fund to pay (a) the salaries and benefits of personnel who manage and administer the Ad Fund and work on Ad Fund business/activities; (b) the Ad Fund's other administrative costs; (c) travel expenses of

personnel while they are on Ad Fund business; (d) meeting costs, including Conferences; (e) overhead relating to Ad Fund business; (f) a management fee for Company (or an Affiliate); and (g) other expenses that Company incurs in activities reasonably related to administering or directing the Ad Fund and its programs and collecting and accounting for Ad Fund contributions, including, without limitation, taxes Company must pay on Ad Fund contributions Company receives, conducting market research, public relations, and creating, preparing, and producing advertising, promotions, and marketing materials.

(4) Company does not owe any fiduciary obligation to Franchisee for administering the Ad Fund. The Ad Fund may spend in any fiscal year more or less than the total Ad Fund contributions in that year or the unspent contributions then available in the Ad Fund (if rolled over from a previous year), borrow from Company or its Affiliates (paying reasonable interest) to cover deficits, or invest any surplus for future use. At the end of Company's fiscal year, any unused Ad Fund contributions will roll over for use during the following fiscal year.

(5) Company may have the Ad Fund audited annually, at the Ad Fund's expense, by an independent certified public accountant Company selects.

(6) Company intends the Ad Fund to maximize recognition, and enhance system protection, of the Marks and increase patronage of Hawaiian Bros Restaurants. Company need not ensure that Ad Fund expenditures in or affecting the geographic area of the Franchised Restaurant are proportionate or equivalent to Ad Fund contributions by Hawaiian Bros Restaurants operating in that geographic area or that the Franchised Restaurant benefits directly or in proportion to its Ad Fund contributions from the development of advertising and promotions materials or the execution of advertising and promotions activities and programs.

(7) Except as expressly provided in this Section 8(a), Company assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, directing, or administering the Ad Fund.

(8) Company may at any time defer or reduce contributions of a Hawaiian Bros Island Grill franchisee or with respect to a particular Hawaiian Bros Restaurant and, upon 30 days' prior written notice to Franchisee, reduce the required Ad Fund contribution or suspend Ad Fund operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Ad Fund. If Company terminates the Ad Fund, Company will at its option spend all remaining Ad Fund monies on permitted advertising and promotions activities or distribute all unspent monies to Ad Fund contributors in proportion to their respective Ad Fund contributions during the preceding fiscal year.

(9) Company reserves the right to structure the Ad Fund's organization and administration in ways that, in Company's judgment, most effectively and efficiently accomplish the Ad Fund's objectives. Company may therefore organize or reorganize the Ad Fund into whatever entity it deems appropriate and transfer the Ad Fund's assets to the entity. If Company establishes a separate or new entity to administer the Ad Fund, Franchisee agrees to become a member of the entity and, in that regard, to sign a participation agreement and take such other steps as Company reasonably specifies.

(b) Local Advertising.

(1) In addition to its Grand Opening Campaign and Ad Fund contribution obligations, Franchisee agrees to spend monthly the percentage of the Franchised Restaurant's Gross Sales as

specified by Company to advertise and promote the Franchised Restaurant locally (the "**Minimum Local Ad Spend**"). Company may increase or decrease the percentage of Gross Sales Franchisee is required to spend as the Minimum Local Ad Spend, provided the percentage of Gross Sales required for the Minimum Local Ad Spend when combined with the Ad Fund contribution rate may not be in excess of 4% of Gross Sales (*i.e.*, Company may unilaterally increase the percentage of Gross Sales required for the Minimum Local Ad Spend to a percentage that, when combined with the Ad Fund contribution rate, is up to 4% of Gross Sales). As of the Effective Date, the combined Ad Fund contribution rate and Minimum Local Ad Spend is 4% of Gross Sales. Franchisee's Area Cooperative contributions under Section 8(c) below will be credited toward the Minimum Local Ad Spend. Only funds spent by Franchisee on the purchase of approved advertising and marketing activities will count toward the Minimum Local Ad Spend. Without limiting the generality of the foregoing, Franchisee's costs and expenses for in-house marketing personnel, payments made to a creative agency or ad fund personnel, and expenditures for third-party delivery service provider advertising or marketing programs do not count toward the Minimum Local Ad Spend.

(2) Company reserves the right to establish and implement mandatory standards and/or an approval or audit process for any advertising that Franchisee proposes to conduct or advertising materials that Franchisee proposes to use that have not been provided by the Company for current use by Hawaiian Bros Restaurants, and Franchisee must comply with any such standards or process. Any advertising or advertising materials used by Franchisee will become Company's property, and there will be no restriction on Company's use or distribution of such materials.

(3) Franchisee agrees to participate in all system-wide promotions Company originates. Franchisee also agrees to participate in all system-wide advertising campaigns Company creates. Franchisee must use the local advertising agency Company designates and the advertising materials Company creates for any system-wide advertising campaigns or promotions.

(4) At such regular intervals as Company may require and at any time upon Company's request, Franchisee must submit a local area marketing report to Company on a form Company provides. Each local area marketing report must show the amount Franchisee spent for local advertising and promotions during the relevant time period requested by Company and the way Franchisee spent those funds. Upon Company's request, Franchisee also must submit documents substantiating that Franchisee incurred and paid particular expenditures during the relevant time period.

(c) Area Cooperatives.

(1) Company may designate any geographic area in which two or more Hawaiian Bros Restaurants are located as a region for purposes of establishing an Area Cooperative, or Company may approve of the formation of an Area Cooperative by two or more Hawaiian Bros Island Grill franchisees. The members of the Area Cooperative for any area will consist of all Hawaiian Bros Restaurants located within the designated area, whether operated by Company, Company's Affiliates or Hawaiian Bros Island Grill franchisees. Company has the right to dissolve, merge or change the structure of the Area Cooperatives. Each Area Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to Company's approval as described above, promotional materials for use by the Area Cooperative members in local advertising. All governing documents for an Area Cooperative are subject to Company review and approval.

(2) If, in connection with an Area Cooperative's formation or functioning, its members are unable to resolve differences with respect to any disagreement over organization, administration, "spill" policy, contribution waivers or exceptions, budget or other matters within 45 days, the issue will be referred to Company for resolution. Company's decision with respect to the issue's resolution will be binding on all members of the Area Cooperative. In addition, Company reserves the right to review each Area Cooperative's contribution rate on an annual basis. In no event will a contribution rate exceeding the Minimum Local Ad Spend be counted toward the Ad Fund contribution rate or any contributions in any past or future time period.

(3) Franchisee agrees (i) to join, participate in, and actively support any Area Cooperative established for the geographic area in which the Franchised Restaurant is located, and (ii) to make contributions to each such Area Cooperative on the payment schedule adopted by the Area Cooperative's members and at the contribution rate specified by the Area Cooperative and approved by Company.

9. THE INTERNET; INTRANET AND SYSTEM TECHNOLOGY

(a) Internet Website.

(1) Company may establish and maintain an Internet Website that provides information about the Hawaiian Bros Island Grill concept and the products and services that Hawaiian Bros Restaurants offer. Company will have sole discretion and control over the Internet Website's design and contents. Company will have no obligation to maintain the Internet Website indefinitely and may dismantle it at any time without liability to Franchisee.

(2) The Internet Website may identify participating Hawaiian Bros Restaurants by name, address, telephone number, and e-mail address. Franchisee will not have the capability to modify any page(s) on the Internet Website.

(3) Franchisee will have no right, license or authority to use any of the Marks on or in connection with the Internet or Social Media, except as may be permitted under, and in strict compliance with, Company's written policies or with Company's specific and express written consent.

(b) Intranet; System Technology.

(1) Company may, at its option, establish and maintain an Intranet through which franchisees of the System may communicate with each other and through which Company may disseminate updates to the Operations Manual and other Confidential Information. Company will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee.

(2) Company may establish policies for the Intranet's use by franchisees and require Franchisee to acknowledge and/or sign such policies. Franchisee acknowledges that, as administrator of any Intranet, Company can technically access and view any communication that any Person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Company's property, free of any claims of privacy or privilege that Franchisee or any other Person may assert.

(3) Upon receipt of notice from Company that an Intranet has become functional, Franchisee agrees to purchase and install all necessary additions to the Franchised Restaurant's

Information System and to establish and continually maintain electronic connection with the Intranet that allows Company to send messages to and receive messages from Franchisee. Franchisee's obligation to maintain connection with the Intranet will continue until this Agreement's expiration or termination or, if earlier, until Company dismantles or otherwise discontinues the Intranet.

(4) If Franchisee fails to comply with any term of this Agreement, or if Franchisee fails to comply with any policy or procedure governing the Intranet, Company may temporarily suspend Franchisee's access to the Intranet, including any chat room, bulletin board, list-serve or similar feature the Intranet includes, until such time as Franchisee fully cures the breach.

10. ROYALTIES

(a) In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to 6% of Gross Sales ("**Royalties**").

(b) Royalties (and Ad Fund contributions under Section 8(a)) will be payable weekly by automatic debit of Franchisee's account. Franchisee will authorize Company and its bank to debit Franchisee's account directly for Royalties, Ad Fund contributions, Area Cooperative contributions (if applicable), and all other amounts due under this Agreement or in connection with the Franchised Restaurant's operation, including amounts due for Franchisee's purchases of products and services from Company, its Affiliates and/or unaffiliated vendors. Franchisee must sign and deliver an Authorization Agreement for Preauthorized Payments in the form attached to this Agreement as **Exhibit A** or such other document/authorization that Company periodically specifies. Royalties and Ad Fund contributions will be payable without notice or demand on Wednesday of each week with respect to Franchisee's Gross Sales for the week ending the preceding Sunday. By notice in writing to Franchisee, Company may from time to time change the payment interval, the payment date and/or the manner of payment. Company may, on the day Company specifies, debit Franchisee's account for any other amounts Franchisee owes Company, its Affiliates and/or unaffiliated vendors.

(c) Franchisee must report Gross Sales for the week ending the prior Sunday night in accordance with Section 7(c)(23), and Company will calculate Franchisee's Royalties payment (using the applicable royalty rate determined under Section 10(a)) and Ad Fund contribution and draft Franchisee's account. If Franchisee fails to report the Gross Sales for any week by that week's deadline, Company will reasonably estimate Franchisee's Gross Sales and also charge a non-refundable fee of $250, to be electronically withdrawn in the same manner as Royalties and Ad Fund contributions, due to Franchisee's failure to report. At Company's discretion, adjustments to Company's estimate may be made after Franchisee furnishes the missed Gross Sales report.

(d) Franchisee will not be entitled to withhold payment of Royalties, Ad Fund contributions, or any other amounts due to Company or its Affiliates on account of Company's breach or alleged breach of its obligations under this Agreement; Company's performance under this Agreement constitutes no part of the consideration for Franchisee's obligation to make required payments.

(e) Franchisee is obligated to pay all state and local taxes that may be imposed on Company as a result of Company's receipt or accrual of the Initial Franchise Fee, Royalties, Ad Fund contributions, or other fees that are referenced in this Agreement, including, without limitation, taxes denominated as income or franchise taxes, whether assessed against Franchisee through withholding or other means or whether paid by Company directly. If Company's receipt or accrual of such fees causes Company's total state and/or local tax liability to be greater than if such fees were subject only to state and local tax in Company's home taxing jurisdiction, Franchisee must pay Company (and the appropriate governmental

authority) such additional amounts as are necessary to provide Company the same amounts it would have received or accrued had such withholding or other payment, whether by Franchisee or Company, not been required.

11. TERM AND RENEWAL

(a) Subject to earlier termination in accordance with Sections 16 and 17, the term of this Agreement (the "**Term**") commences on the Effective Date and ends fifteen years from the Scheduled Opening Date (specified beneath the signature block of this Agreement), at which time this Agreement will automatically terminate. Franchisee must operate the Franchised Restaurant in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Sections 16 and 17.

(b) Subject to Section 11(c), Franchisee may renew its franchise for one renewal term of fifteen years; provided that: (i) Franchisee has given Company written notice of its request to renew at least 90 days but not more than 180 days prior to the end of the expiring Term, (ii) Franchisee signs Company's then-current form of franchise agreement (modified to the extent necessary to reflect that the agreement relates to the grant of a renewal), the terms of which may materially differ from this Agreement, including higher fees, (iii) Franchisee or Franchisee's Affiliates are not in default of this Agreement or any other agreement with Company or its Affiliates, (iv) Franchisee has satisfied all monetary and other material obligations owed to Company or its Affiliates on a timely basis during the Term, is in good standing, and has complied with Company's operating and quality Standards and procedures as set forth in the Operations Manual or otherwise, (v) Franchisee complies with Company's then-current training requirements, (vi) Franchisee and each Principal execute a general release of claims against Company and its Affiliates and its respective officers, directors, employees and agents in a form Company prescribes, (vii) Franchisee complies with any remodeling, replacement, modernization or redecoration requirements Company prescribes to bring the Franchised Restaurant and Restaurant Premises into compliance with Company's then-current Standards for new Hawaiian Bros Island Grill franchises, and (viii) Franchisee pays a renewal fee of 50% of the then current Initial Franchise Fee.

(c) Franchisee's failure or refusal to comply with any of the conditions to renewal stated in Section 11(b), each of which Franchisee acknowledges to be reasonable and material, will be interpreted as a conclusive, irrevocable election on Franchisee's part not to renew the franchise for the Franchised Restaurant.

(d) Despite any other provision of this Agreement:

(1) If Franchisee continues to operate the Franchised Restaurant after the expiration of the Term without having entered into Company's then-current form of franchise agreement, Franchisee will be treated as an infringer of the Marks, Confidential Information and other proprietary aspects of the System until Franchisee and Company execute the then-current form of franchise agreement for the Territory; and

(2) If applicable law requires that Company give Franchisee notice before the expiration or non-renewal of this Agreement, and if Company has not given such notice in a timely manner, then this Agreement will remain in effect only from month-to-month until Company has given Franchisee such notice as required by applicable law.

12. USE OF INTELLECTUAL PROPERTY

(a) Marks and Copyrighted Materials. Franchisee acknowledges that Company is authorized to prevent the unauthorized use of the Marks, to control the quality of goods and services associated with

the Marks, and to control the copying and distribution of the Copyrighted Materials. Recognizing the importance to Company and other Hawaiian Bros Island Grill franchisees of the protection and preservation of the Marks and Copyrighted Materials, Franchisee agrees to perform and abide by the following provisions:

(1) Franchisee acknowledges that Company and/or its Affiliates is the lawful and rightful owner of each and all of the Marks and the Copyrighted Materials, that Franchisee's interest in the Marks and the Copyrighted Materials is solely that of a licensee, and that all uses of the Marks and the Copyrighted Materials by Franchisee will be attributed to Company for purposes of trademark and copyright law. Franchisee unconditionally disclaims any ownership interest in any of the Marks or the Copyrighted Materials.

(2) Franchisee must conduct the operations of the Franchised Restaurant under the Hawaiian Bros® Island Grill trade name unless otherwise approved by Company in writing. Franchisee may not use "Hawaiian Bros Island Grill" or any of Company's other Marks, or any abbreviation, acronym or variation of the Marks, as part of its legal name, as part of the name of any Business Entity in which Franchisee owns or holds an interest, or as part of any email address, domain name registration, Social Media name, or other identification of Franchisee's business, regardless of the medium. However, Franchisee may, if required by law, file an assumed name or fictitious name certificate to the effect that Franchisee is operating the Franchised Restaurant under the Hawaiian Bros Island Grill trade name or service mark. Franchisee must identify itself as a franchisee with an independently owned, operated, and managed business on all business forms (including letterhead, invoices, order forms, receipts, and contracts) upon which the Marks are used in an approved manner.

(3) Franchisee may not use any of the Marks or the Copyrighted Materials in connection with the advertisement, promotion, sale or distribution of any merchandise not listed in Company's authorized Hawaiian Bros Restaurant merchandise list or any service not customarily offered by Hawaiian Bros Restaurants. Specifically, Franchisee may not use menus, guest checks, carry-out containers, discount coupons, labels or other materials bearing the Marks to advertise, promote, sell or distribute any unapproved merchandise, product or service.

(4) Franchisee may not copy, distribute or otherwise disseminate any of the Copyrighted Materials in violation of the restrictions and limitations imposed by this Agreement.

(5) Franchisee may not use any of the Marks or the Copyrighted Materials in connection with the development or operation of any Hawaiian Bros Restaurant (except the one covered by this Agreement) until Company and Franchisee have both signed a Franchise Agreement for the additional Hawaiian Bros Restaurant, or of any Special Outlet until Company has given Franchisee written authorization to operate the Special Outlet.

(6) Franchisee must (i) adopt and use all additional trade names, trademarks, brand names, Copyrighted Materials, slogans, commercial symbols and logos Company develops from time to time, (ii) use all the Marks in the precise form Company prescribes, and (iii) observe Company directions regarding the use, copying and distribution of the Copyrighted Materials, the presentation of the Marks, and the manner of the Marks' display and use. Franchisee must promptly abandon and discontinue the use of any Mark or Copyrighted Materials that Company judges to be obsolete or no longer characteristic of the image Hawaiian Bros Restaurants should project. Franchisee must submit to Company all paper goods, advertisements and promotional materials not furnished by Company for Company's review and approval prior to use.

(7) Franchisee may not use any of the Marks on any goods and/or for any services otherwise than in compliance with specifications Company issues from time to time and with such other quality control measures that Company may adopt to promote and defend the goodwill associated with the Marks.

(8) Franchisee may not knowingly permit, and must promptly report to Company, any apparently unauthorized use of a Mark and any apparently unauthorized use or copying of any Copyrighted Materials by any Person, or the use by any Person of a trade name, trademark, service mark or symbol that might be construed as an infringement of any Mark or as unfair competition or passing-off at common law, and must actively cooperate with the Company in the investigation of infringement claims and in discovery and trial proceedings related to infringement actions. Company reserves the right to make the final determination of infringement or other unlawful use, to conduct all legal proceedings relating to the Marks and the Copyrighted Materials, and to compromise or settle all infringement claims.

(9) At no time may Franchisee make any written or oral admission that a Mark or any of Company's copyrights is in any way invalid, infringes the rights of any Person, or is open to any other form of attack. Franchisee must promptly notify Company of any allegation of invalidity or infringement of which Franchisee becomes aware. Company intends to defend its rights in the Marks and the Copyrighted Materials vigorously, but does not warrant to Franchisee that Company's ownership of any of them is incontestable or that they do not infringe or conflict with the rights of any third party.

(10) Upon the expiration or termination of the Term, Franchisee must immediately discontinue all further uses of the Marks and Copyrighted Materials and take appropriate action to remove the Marks from the premises in which the Franchised Restaurant is located, to cancel and discontinue any advertising relating to Franchisee's use of the Marks or the Copyrighted Materials, including digital marketing, social media accounts and yellow page (or similar online or print) listings, and to cancel or withdraw any assumed or fictitious name filings covering Franchisee's use of Company's trade name. Franchisee acknowledges and agrees that failure or refusal to comply fully with these requirements will constitute willful trademark and copyright infringement.

(b) The System, Trade Secrets and Operations Manual. Franchisee acknowledges that the System and the Trade Secrets belong exclusively to Company and that the ideas and information in the Operations Manual are Company's sole and exclusive property. Franchisee further acknowledges that the unauthorized disclosure or use of any confidential element of the System, any Trade Secret or any other information the Operations Manual contains may adversely affect the business, competitive position, and goodwill of Company and its franchisees. Accordingly, Franchisee agrees to perform and abide by the following provisions and restrictions, each of which will survive the expiration or termination of this Agreement and be perpetually binding upon Franchisee:

(1) Franchisee agrees to hold the elements of the System, the Trade Secrets and the contents of the Operations Manual in strict confidence, not disclose any Trade Secret or any operating or management procedure to any Person other than Franchisee's General Manager, Executive Management, and supervisors and managerial-level employees of the Franchised Restaurant to whom such disclosure is necessary in relation to their job duties, and instruct and routinely remind Franchisee's supervisors and managerial-level employees that the System, the Trade Secrets and the contents of the Operations Manual are confidential and may not be disclosed, copied in whole or in part, or appropriated. If Franchisee is a Business Entity, it will not disclose any element of the System, any of the Trade Secrets or the contents of the Operations Manual, or make the Operations Manual available, to any Principal, director or officer of Franchisee other than

its General Manager and Executive Management personnel, if any, who are actively and regularly involved in the Franchised Restaurant's management and have agreed to maintain the confidentiality of such items and information.

(2) Franchisee may not use any element of the System, any of the Trade Secrets or the operating, management or marketing procedures the Operations Manual contains in connection with the operation of any establishment or enterprise other than a Hawaiian Bros Restaurant, and must promptly discontinue use of the System, the Trade Secrets and the operating, management and marketing procedures the Operations Manual contains with respect to the Franchised Restaurant upon the expiration or termination of the Term.

(3) Franchisee may not, without Company's prior written consent, copy or permit any Person to copy or reproduce any part of the Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets or otherwise permit their use or inspection by any Person other than Franchisee, the General Manager, Executive Management, supervisors, and managerial-level employees of the Franchised Restaurant to whom such disclosure is necessary in relation to their job duties, and authorized Company representatives, all of whom must agree to maintain the confidentiality of such items and information.

(4) Franchisee acknowledges and agrees that the version of the Operations Manual on file in Company's offices constitutes the standard, official version for purposes of resolving any question or dispute concerning the Operations Manual's contents.

(5) Franchisee must obtain a Confidentiality and Non-Competition Agreement from each of Franchisee's Controlling Principals, General Managers, Executive Management and other supervisors and managerial level employees. Further, Franchisee must require all Persons with access to Trade Secrets or other Confidential Information that have not signed a Confidentiality and Non-Competition Agreement or Guaranty to execute a non-disclosure agreement in the form attached as **Exhibit F**.

(6) Franchisee must keep the Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets in the Franchised Restaurant at all times and promptly return them to Company upon the expiration or termination of the franchise.

(7) Franchisee expressly acknowledges that all training materials (including DVDs and CD-ROM disks) and all computer programs developed by Company or in accordance with its specifications contain information, embody procedures, or facilitate business practices that are proprietary to Company and fall within the parameters of its Trade Secrets.

13. TRANSFERS

(a) Company Transfers. Company has the right to transfer or assign this Agreement and all or any part of its rights, interests or obligations herein, or allow a transfer, assignment, or sale of any (or all) Ownership Interest in Company, to any Person without Franchisee's consent. Upon an assignment by Company of all of its rights and obligations herein, Company will have no further obligation under this Agreement, except for any accrued liabilities.

(b) Limitations and Conditions on Franchisee Transfers. Company entered into this Agreement based on the qualifications of Franchisee and the Principals. Any direct or indirect transfer of an Interest requires Company's prior written consent, which will not be unreasonably withheld. As used in

this Section 13, "transfer" includes any sale (except for the sale of food, merchandise and other products in the ordinary course of Restaurant operations), sale and lease-back, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, grant of a profits or other interest based on the revenue or profits of the Franchised Restaurant, pledge, hypothecation, inter-vivos transfer or testamentary disposition, in each case, whether voluntary or involuntary, and the grant of rights to convert any debt or other obligation or instrument into an Ownership Interest, including warrants, options, and convertible debt. Without limiting Company's right to consent or withhold consent to a proposed transfer, whether to an individual or any Business Entity, Company's consent to any transfer will be conditioned on the following: (1) a proposed transferee that is a new Hawaiian Bros franchisee must meet Company's then-current criteria for new franchisees entering the System, (2) a proposed transferee that is an existing Hawaiian Bros franchisee must meet Company's then-current criteria for existing franchisees desiring to expand within the System beyond their commitments under their existing Development Agreement(s), (3) Franchisee must satisfy all of its outstanding obligations to Company or its Affiliates, (4) the Franchised Restaurant and Restaurant Premises must be in compliance with Company's then-current Standards, (5) the proposed transferee and the transferee's General Manager must satisfactorily complete Company's training program, (6) the transferee (or the Franchisee, if an Ownership Interest is transferred) must execute Company's then-current form of Franchise Agreement (which will limit the term of the transferee's franchise to the unexpired portion of the Term), Assignment of Telephone Number(s) and Online Presence, Authorization Agreement for Preauthorized Payments, and/or any other collateral agreements Company may then require, (7) concurrent with the execution of the then-current form of Franchise Agreement, each Controlling Principal of the transferee and their spouse (if any), must execute a Guaranty, (8) Franchisee, its Affiliates, and each Principal must give Company an unconditional, general release, in form and substance satisfactory to Company, of all claims they may have against Company and its Affiliates and their respective owners, directors, officers, and agents, and (9) Franchisee must have complied with any other conditions that Company reasonably requires from time to time as part of its transfer policies. Franchisee may not place in any communication media or any form of advertising, any information relating to the sale of the franchise or the rights under this Agreement, without Company's prior written consent.

(c) Transfer Fee. Subject to Section 13(f), Franchisee must pay to Company a transfer fee in the amount of $10,000 prior to any transfer made with respect to the franchise. The transfer fee is nonrefundable and, at Company's option, may be required to be paid to Company at the time Franchisee submits its request for Company's approval of the applicable transfer. Franchisee acknowledges that any transfer fee paid under this Agreement does not limit Company's right to charge a separate transfer fee under any other agreement between Company and Franchisee.

(d) Involuntary Transfers. In the event of Franchisee's insolvency or the filing of any petition by or against Franchisee under any provisions of any bankruptcy or insolvency law, if its legal representative, successor, receiver or trustee desires to succeed to its interest in this Agreement or the Franchised Restaurant, such Person first must notify Company, tender the Offer Notice provided for in Section 13(g), and if Company does not exercise such right, must apply for and obtain Company's consent to the transfer, pay the transfer fee provided for in Section 13(c), and satisfy the transfer conditions described in Section 13(b). In addition, Franchisee or the proposed transferee must pay the attorneys' fees and costs that Company incurs in any bankruptcy or insolvency proceeding pertaining to Franchisee.

(e) Waiver of Interference Claims. Franchisee acknowledges that Company has legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with Franchisee. Franchisee also acknowledges that Company's contact with potential transferees for the purpose of protecting its business interests will not constitute improper or unlawful conduct. Franchisee expressly authorizes Company to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, to communicate candidly with the

transferee regarding the nature of Franchisee's operation of the Franchised Restaurant, and to withhold consent to economically questionable transactions. Franchisee waives any claim that action Company takes in relation to a proposed transfer to protect its business interests constitutes tortious interference with contractual or business relationships.

(f) Special Transfers. If Franchisee is an individual or partnership who at any time advises Company that Franchisee wants to assign the franchise to a Business Entity in which Franchisee will own all of the Ownership Interests, Company will consent to the assignment and waive payment of a transfer fee upon its receipt of such documentation and information concerning the Business Entity and its Principals as Company may reasonably request. The required documentation will include, without limitation, (i) a certified list of the company's stockholders or beneficial owners (designating the amount and percentage of Ownership Interests each Principal owns), (ii) a Guaranty signed by each Controlling Principal and their spouse (if any), and (iii) an express assumption by the company of Franchisee's obligations under this Agreement. Franchisee must reimburse Company for any legal expenses incurred by Company in connection with review or preparation of any documentation with respect to any such transfer.

(g) Option to Purchase – Franchisee Desire to Sell. If at any time (i) a Principal(s) (or his or her estate or representative) desires to transfer direct or indirect Ownership Interests of such Principal(s) in Franchisee in one transaction or a series of related transactions, or (ii) Franchisee desires to transfer Asset Interests (other than the disposal of inventory or supplies consumed in the ordinary course of business, the disposal of fixed assets used in the operation of the Franchised Restaurant and being replaced in the ordinary course of business, or the grant of a security interest (but not a sale-leaseback) solely relating to financing Franchisee's operations), the Principal or Franchisee, as the case may be, will do as follows:

(1) Principal or Franchisee, as applicable, will notify Company of that desire, in writing, 30 days before announcing that fact publicly or engaging the services of a broker or sales agent.

(2) If at any time any of the Principals or Franchisee, as applicable, obtains an Offer, the Principal or Franchisee, as applicable, will give written notice to Company that an Offer has been made (an "**Offer Notice**"), identifying the prospective purchaser by name and address, specifying the proposed purchase price and attaching a true and complete copy of the Offer. At Company's option, delivery of such notice may not be deemed received until Principal or Franchisee has delivered to Company an Asset Purchase Agreement or other similar agreement, signed by Franchisee or Principals, as applicable, and the proposed transferee, documenting in full the terms of the proposed sale.

(3) Company will have the option (the "**Option**") to purchase the Interests at the price and on the conditions set forth in the Offer, except that Company will not be obligated to pay any finder's or broker's fee, and if the Offer provides for payment of consideration other than cash, or if the Offer involves certain intangible benefits, Company may elect to purchase the Interests by offering a reasonable cash substitute for the non-cash part of the Offer, including securities of Company. However, if such Option is in connection with a purchase of partial Ownership Interests of such Principal(s) in Franchisee and/or of partial Asset Interests, then Company may exercise such Option only if the proposed transferee is not a current Principal or family member of a current Principal of Franchisee. Notwithstanding the foregoing, if Company exercises the Option, Company (i) will be entitled to receive representations and warranties from Franchisee and the Principals, jointly and severally, that are customarily received by similar purchasers, (ii) will be permitted to not close if it is not satisfied with the results of its business, legal and financial due diligence, and (iii) will not be required to purchase any assets unrelated to the operation of the

Franchised Restaurant, in which case the purchase price will be reduced by the fair market value of such assets, as reasonably determined by Company.

(4) The Option will be exercisable by Company delivering to the Principals or Franchisee, as applicable, within 45 days after receipt of the Offer Notice and all information regarding the proposed transferee requested by Company in connection with its transfer approval process (the "**Option Period**"), a notice (i) stating that the Option is being exercised, and (ii) specifying the time, date and place at which such purchase and sale will take place, which date will be within 90 days after Company delivers such notice. Notwithstanding the foregoing, the time for the purchase and sale may be delayed by Company if such delay is required to obtain any licenses, permits or other approvals from any governmental authority, whether foreign, federal, state, provincial, municipal, local or other, to operate the Franchised Restaurants in accordance with the System, and/or to consummate the sale to Company if Company is diligently pursuing such license, permit or other approval.

(5) If the Option is not exercised, the Principal or Franchisee, as applicable, may sell the Interests to the Person that made the Offer, on conditions no more favorable to the third-party offeror than those set forth in the Offer, provided that Company approves the proposed transferee in accordance with this Section 13 and provided further that such sale takes place within 90 days after the expiration of the Option Period. The 90-day limitation described in the preceding sentence will not apply if at the end of the 90-day period the only issue that prevents completion of the purchase and sale is the need to effect transfers of any applicable licenses and such licenses are being diligently pursued. In the event of such a delay, the purchase and sale will take place within seven days after those licenses have been transferred.

(6) If the Option is not exercised, the Principal or Franchisee, as applicable, will immediately notify Company in writing of any change in the terms of an Offer. For purposes of clarification, a change in the direct or indirect Ownership Interests of the proposed transferee will be deemed a change in the terms of an Offer. Any material change in the terms of an Offer will cause it to be deemed a new Offer, conferring upon Company a new Option pursuant to this Section. The Option Period with respect to the new Option will be deemed to commence on the day that Company receives written notice of a material change in the terms of the original Offer. Company will determine whether a change in an Offer is material in its sole discretion.

(h) Transfer Upon Death or Disability. Within 12 months from the death or six months after notice of permanent disability of Franchisee (if an individual) or any Principal, notwithstanding any agreement to the contrary, the legal representative of the deceased or disabled individual must propose to Company in writing to transfer the Ownership Interest of such individual to one or more transferees. Any such transfer must occur within 12 months from such individual's death or six months after notice of permanent disability, and is subject to Company's prior written consent, which will not be unreasonably withheld, in accordance with this Section 13. Failure to complete an approved transfer of this Agreement or the affected Ownership Interest, as applicable, within the applicable time period will be a material breach of this Agreement. During any transition period to an heir or successor-in-interest, the Franchised Restaurant still must be operated in accordance with the terms and conditions of this Agreement.

(i) Improper Restrictions. Franchisee will not, and will not permit any Principal to, enter into any arrangement with any third party that would require such third party's approval of the transactions set forth in Sections 13(g) or (h) or which may otherwise prevent or inhibit the ability of Franchisee to perform its obligations under Sections 13(g) or (h).

14. INTEREST ON DELINQUENT ACCOUNTS

If Franchisee fails to make any Royalties, Ad Fund contribution or other payment to Company or its Affiliates (including Area Cooperative contributions) within five business days after it is due, the amount payable will bear interest from the date it became due through the date of payment at the lesser of 1.5% per month or the highest commercial contract rate of interest permitted by applicable law. Any interest collected is nonrefundable. Nothing in this Agreement obligates Franchisee or any guarantor of Franchisee's obligations to pay, or entitles Company to collect, interest in excess of the maximum rate allowed under applicable law.

15. RESTAURANT RELOCATION

Franchisee may not under any circumstances relocate the Franchised Restaurant to new premises without Company's prior written consent. Among other things, Company may condition its consent, if any, of Franchisee's relocation request on: (a) the new premises being located in the Territory (as determined by Company in its sole judgment) and in no case infringing another Hawaiian Bros Restaurant's protected territory; (b) the new premises and its lease being acceptable to Company; (c) Franchisee paying Company a $7,500 relocation fee, which fee is nonrefundable and may be required by Company to be paid at the time Franchisee submits its relocation request and, if not so required, is due no later than five days after Company' request; (d) Franchisee confirming that this Agreement remains in effect and governs its operation of the Franchised Restaurant at the new premises with no change in the Term or, at Company's option, Franchisee signing Company's then-current form of Franchise Agreement to govern its operation of the Franchised Restaurant at the new premises for a new franchise term; (e) Franchisee and each Principal signing a general release, in form and substance satisfactory to Company, of any and all claims against Company and its Affiliates and their respective owners, directors, officers, and agents; (h) Franchisee continuing to operate the Franchised Restaurant at its original location until Company authorizes its closure; and (i) Franchisee taking all action, within the timeframe Company specifies and at Franchisee's own expense, that Company requires to de-brand and de-identify the Franchised Restaurant's former premises so that they no longer are associated in any manner (in Company's opinion) with the System. If Company approves the relocation, the documents that Company and Franchisee sign in connection with the relocation will describe the Franchised Restaurant's new Territory. Franchisee's proposed relocation of the Franchised Restaurant outside the Territory, if approved by Company (though Company has no obligation to grant its consent), will be treated as Franchisee's acquisition of a new franchise rather than a relocation.

16. DEFAULT

(a) Events of Default. If any of the following events or conditions occurs (each, an "**Event of Default**"), Franchisee will be in default under this Agreement:

(1) Franchisee breaches an obligation under this Agreement, or an obligation under another agreement, which agreement is necessary to the operation of the Franchised Restaurant.

(2) Franchisee files a petition in bankruptcy, is adjudicated bankrupt, or a petition in bankruptcy is filed against Franchisee and is either consented to by Franchisee or not dismissed within 30 days; or Franchisee becomes insolvent or makes an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee's business assets is filed and is either consented to by Franchisee or not dismissed within 30 days; or a receiver or other custodian is appointed for Franchisee's business or business assets; or if Franchisee's real or personal property is sold at levy.

(3) Franchisee or any Principal is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude, or any other crime or offense that Company determines is injurious to either the System or the goodwill enjoyed by the Marks.

(4) Franchisee or any Principal commits a fraud upon Company or its Affiliates, or any third party relating to a business franchised or licensed by Company.

(5) Franchisee uses or permits the use of any business franchised or licensed by Company, including the Franchised Restaurant or Restaurant Premises, for an unauthorized purpose.

(6) Franchisee makes any material misrepresentation or omission in Franchisee's franchise application or other reports or information provided to Company.

(7) Violation of any confidentiality, non-solicitation or non-competition obligations by Franchisee, or by any Principal or his or her spouse to which such obligations apply during the time such Principal owns an Ownership Interest in Franchisee.

(8) Company or one of its Affiliates terminates any other franchise agreement with Franchisee or any Affiliate of Franchisee by reason of a default under such agreement.

Company's failure to take prompt action with respect to a particular Event of Default will not constitute a waiver of that or any subsequent Event of Default.

(b) Cure Rights. Franchisee will have the following cure rights with respect to an Event of Default.

(1) **Thirty-Day Cure Period**. Except as otherwise provided in this Section 16(b), Franchisee must cure any Event of Default within 30 days after Company's delivery of notice of default to Franchisee.

(2) **Five-Day Cure Period**. If Franchisee fails to pay in full when due any Royalties (including any fines) in accordance with Section 10, any Ad Fund or Area Cooperative contribution in accordance with Section 8, or any other amount owed to Company or its Affiliates, it must cure that Event of Default within five days after Company's delivery of notice of default to Franchisee.

(3) **Twenty-Four Hour Cure Period**. If Franchisee violates any law, regulation, order or Standard relating to health, sanitation or safety, or if Franchisee ceases to operate the restaurant for a period of 48 hours without Company's prior written consent, Franchisee must cure each such Event of Default within 24 hours regardless of whether Company provides any notice to Franchisee.

(4) **Cure on Demand**. Franchisee must destroy any product or cure any situation that, in Company's opinion, poses an imminent risk to public health and safety, at the time Company demands Franchisee to do so.

(5) **No Cure Period**. No cure period will be available upon an Event of Default under Sections 16(a)(2) through 16(a)(8); if Franchisee abandons the Franchised Restaurant; if Franchisee intentionally under-reports Gross Sales; or if Franchisee's lease for the Restaurant Premises is terminated. In addition, no cure period will be available for any Event of Default if Franchisee already has received two or more previous notices-to-cure for the same or a substantially similar Event of Default (whether or not you have cured the default), within the immediately preceding 12-month period under this Agreement or any other franchise agreement between Franchisee or its Affiliates and Company or its Affiliates.

(6) **Statutory Cure Period**. If an Event of Default is curable under this Agreement, and the non-waivable provision of applicable law requires a longer cure period than that specified in this Agreement, the longer period will apply.

17. TERMINATION; OTHER RIGHTS AND REMEDIES

(a) If an Event of Default occurs and is not cured before expiration of the related cure period, if any, Company may at its sole discretion, but subject to compliance with applicable statutory notice and/or hearing requirements, terminate the franchise and Franchisee's rights under this Agreement. Upon termination or expiration of the Term, Franchisee's right and privilege to use the Marks, the Copyrighted Materials, the Trade Secrets and all components of the Operations Manual shall absolutely and unconditionally cease and Franchisee must immediately:

(1) discontinue use of the Marks, the Copyrighted Materials, the System and the Trade Secrets;

(2) return to Company the entire Operations Manual and any other printed, graphic or audio/visual item designated by Company as containing Trade Secrets;

(3) remove from the Restaurant Premises all interior and exterior signs bearing the Marks and other uses of the Marks; and

(4) alter the Restaurant Premises to remove all Trade Dress items and otherwise eliminate the distinctive features of the Franchised Restaurant concept.

(b) Upon termination or expiration of the Term, Company may immediately file with the applicable service provider all Assignments of Telephone Number(s) and Online Presence that Franchisee provided Company and may instruct the telephone company or other service provider to transfer use and control of the Franchised Restaurant's telephone number(s), Internet domain name registrations and Social Media accounts to Company or its designee. Franchisee irrevocably constitutes and appoints Company and its designees as Franchisee's agent and attorney-in-fact to effect the transfer of the Franchised Restaurant's telephone number(s), Internet domain name registrations and Social Media accounts, including authority to execute and deliver on Franchisee's behalf any Transfer of Service Agreement (or similar agreement) the telephone company or other service provider requires, and to revoke any call-forwarding or message forwarding or similar instructions Franchisee has given the applicable service provider. Company will have no liability to Franchisee on account of or arising from any action it authorizes or takes to effect the transfer of the Franchised Restaurant's telephone number(s), Internet domain name registration(s) or Social Media accounts in accordance with this Section 17(b). Franchisee also must take such action necessary to cancel any assumed name or equivalent registration used with Company's Marks and provide proof of same to Company. In addition, Company is entitled to injunctive or similar relief, without bond, against Franchisee and any other Person bound under Section 22 to enforce compliance with these requirements.

(c) If Franchisee does not comply with the requirements of Section 17(a) within seven days after the termination or expiration of the Term, Company may, at Franchisee's expense, enter the Franchised Restaurant's premises and effect Franchisee's compliance with all of that Section's requirements, including removal and storage of Franchisee's signs and alteration or removal and storage of Trade Dress items. Franchisee irrevocably constitutes and appoints Company and its designees as Franchisee's agent and attorney-in-fact to effect compliance with Section 17(a) and Company will have no liability to Franchisee, in trespass or otherwise, on account of or arising from any action it authorizes or takes to effect Franchisee's compliance. In addition, Company will be entitled to injunctive or similar relief,

without bond, against Franchisee and any other Person bound under Section 22 to enforce compliance with these requirements.

(d) In addition to all the rights and remedies provided elsewhere in this Agreement, at law or by statute, Company also has the following rights and remedies:

(1) After the termination or expiration of this Agreement,

(i) Company or its designee will have an option (but no obligation) to purchase all or any part of the Asset Interests other than the Restaurant Premises, including, without limitation, the Franchised Restaurant's signs, equipment and fixtures (the "FF&E") and useable inventory (the "Inventory"), from Franchisee (or its Affiliate, as applicable) for 60 days after the franchise expires or is terminated. The purchase price for each item of FF&E will equal its net book value (cost, less depreciation) or fair market value, whichever is lower, and the purchase price for Inventory will equal its invoiced cost to Franchisee. The purchase price for the Asset Interests purchased pursuant to this Section 17(d)(1)(i) will be payable in cash (except that Company may assume any note or lease covering FF&E). Franchisee agrees to provide Company the information necessary to establish the purchase price, to sign and deliver to Company all documents necessary to convey to Company or its designee the purchased Asset Interests, including without limitation, a bill of sale, and an assignment of lease (as applicable), and otherwise to cooperate with Company or its designee in its taking title to and delivery of the Asset Interests that Company or its designee purchases pursuant to this Section 17(d)(1)(i). If Franchisee fails or refuses to comply with its obligations under this Section 17(d)(1)(i) during the option period, Company's option will be extended until 15 days after Franchisee complies.

(ii) If Franchisee or its Affiliate owns and desires to transfer the Restaurant Premises, either by direct transfer or indirectly as a result of a change or transfer of the ownership interests in and to the owner of the Restaurant Premises, or otherwise by operation of law, then at least 30 days before announcing that fact publicly or listing the land or building for sale, Franchisee or its Affiliate (as applicable) must notify Company in writing of its desire to transfer the Restaurant Premises as set forth above in this subsection (ii). Further, if Franchisee or its Affiliate receives and desires to accept a bona fide offer to purchase the Restaurant Premises or any ownership interest in the owner of the Restaurant Premises (a "**Premises Purchase Offer**"), then Franchisee or its Affiliate must deliver written notice to Company that a Premises Purchase Offer has been made (an "**Premises Purchase Offer Notice**"), identifying the prospective purchaser by name and address, specifying the proposed purchase price and attaching a true and complete copy of the Premises Purchase Offer. At Company's option, delivery of such notice may not be deemed received until Franchisee or its Affiliate has delivered to Company a Real Estate Purchase Agreement or other agreement, signed by Franchisee or its Affiliate, as applicable, and the proposed transferee, documenting in full the terms of the proposed sale. Company will have the option (the "**Premises Purchase Option**") to purchase the interests subject to the Premises Purchase Offer (the "**Premises Interests**") at the price and on the conditions set forth in the Premises Purchase Offer, except that Company will not be obligated to pay any finder's or broker's fee, and if the Premises Purchase Offer provides for payment of consideration other than cash, or if the Premises Purchase Offer involves certain intangible benefits, Company may elect to purchase the Premises Interests by offering a reasonable cash substitute for the non-cash part of the Premises Purchase Offer, including securities of Company. Notwithstanding the foregoing, if Company exercises the Premises Purchase Option, Company (i) will be entitled to receive representations and

warranties from Franchisee and the Principals, jointly and severally, or its Affiliate and its principals that are customarily received by similar purchasers, (ii) will be permitted to not close if it is not satisfied with the results of its real estate or other due diligence, and (iii) will not be required to purchase any assets unrelated to the Restaurant Premises, in which case the purchase price will be reduced by the fair market value of such assets, as reasonably determined by Company. The Premises Purchase Option will be exercisable by Company delivering to the Franchisee or its Affiliate, as applicable, within 45 days after receipt of the Premises Purchase Offer Notice and all information regarding the proposed transferee requested by Company in connection with its transfer approval process (the "**Premises Purchase Option Period**"), a notice (i) stating that the Premises Purchase Option is being exercised, and (ii) specifying the time, date and place at which such purchase and sale will take place, which date will be within 90 days after Company delivers such notice. Notwithstanding the foregoing, the time for the purchase and sale may be delayed by Company if such delay is required to obtain any licenses, permits or other approvals from any governmental authority, whether foreign, federal, state, provincial, municipal, local or other, in connection with the sale or future ownership or operation of the property if Company is diligently pursuing such license, permit or other approval. If the Premises Purchase Option is not exercised, the Franchisee or its Affiliate, as applicable, may sell the Premises Interests to the Person that made the Premises Purchase Offer, on conditions no more favorable to the third-party offeror than those set forth in the Premises Purchase Offer Notice, provided that such sale takes place within 90 days after the expiration of the Premises Purchase Option Period. If the Premises Purchase Option is not exercised, the Franchisee or its Affiliate, as applicable, will immediately notify Company in writing of any change in the terms of a Premises Purchase Offer. Any material change in the terms of a Premises Purchase Offer will cause it to be deemed a new Premises Purchase Offer, conferring upon Company a new Premises Purchase Option pursuant to this Section. The Option Period with respect to the new Premises Purchase Option will be deemed to commence on the day that Company receives written notice of a material change in the terms of the original Premises Purchase Offer. Franchisee will cause any Affiliate that owns an interest in the Restaurant Premises to comply with the terms of this Section. The Premises Purchase Option will terminate at any time after there has been no Restaurant operating on the Restaurant Premises for a period of 12 consecutive months.

(2) Upon termination or expiration of this Agreement, Company will have an option (but no obligation) to require Franchisee to assign to Company or its designee the lease for the Restaurant Premises and/or allow Company to possess the Restaurant Premises to the exclusion of Franchisee, whether or not Franchisee's landlord takes action to terminate Franchisee's occupancy rights. If Franchisee or its Affiliate owns the Restaurant Premises and there is no existing lease, Company or its designee will have the option to lease the Restaurant Premises from Franchisee or its Affiliate on commercially reasonable terms (with rent not to exceed fair market value as determined without considering the operating business) for an initial five-year term with three renewal terms of five years (at Company's option).

(3) To prevent any interruption of the Franchised Restaurant operations and any injury to the goodwill and reputation of the Marks or the System which may be caused thereby, Franchisee authorizes Company, and Company shall have the right but not the obligation, to operate the Franchised Restaurant for as long as Company deems necessary and practical, and without terminating Franchisee's rights or obligations under this Agreement or waiving any other rights or remedies Company may have under this Agreement, if Franchisee is in material default of its obligations under this Agreement. If Company undertakes to operate the Franchised Restaurant, Company shall have the right to collect and maintain in a separate account the revenues of the

Franchised Restaurant operations and pay from such revenues all expenses relating to the operation of the Franchised Restaurant, including all Royalties, Ad Fund contributions, and other amounts due Company and its Affiliates, employee salaries, reimbursement of Company's expenses incurred in connection with such operation, and a reasonable management fee. Franchisee must indemnify and hold Company harmless from any and all claims arising from its operation of the Franchised Restaurant under this Section 17(d)(3).

18. COVENANT AGAINST COMPETITION AND SOLICITATION; SPECIAL REPRESENTATIONS AND WARRANTIES

(a) In consideration of Company's providing operations and training to Franchisee and disclosing to Franchisee the System and other Trade Secrets, Franchisee and its Controlling Principals agree to the following non-competition and non-solicitation covenants:

(1) During the Term, Franchisee and each Controlling Principal, for so long as such Controlling Principal has an Ownership Interest in Franchisee (as applicable, the "**In-Term Restricted Period**"), will not own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as guarantor for, or perform services in any capacity for, any Competitive Business (as defined below) that is located, operates, advertises or provides services in the United States or in any other country where a Hawaiian Bros Restaurant is located.

(2) Franchisee, for two years following the termination or expiration of this Agreement, or Controlling Principal, for two years following the termination of all of his (i) Ownership Interests in Franchisee; or (ii) the termination or expiration of this Agreement, whichever is first (as applicable, the "**Post-Term Restricted Period**"), may not own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in any of the following:

(i) Within the area comprised of a 20-mile radius of the Franchised Restaurant; or

(ii) Within the area comprised of a 20-mile radius of any Hawaiian Bros Restaurant then existing or under development, whether franchised or owned by Company or any of its Affiliates or licensees; or

(iii) Within 20 miles of any outer boundary of any territory for which Company has granted development rights for the development of one or more Hawaiian Bros Restaurants.

(3) In addition, during the In-Term Restricted Period and the applicable Post-Term Restricted Period, neither Franchisee nor any Controlling Principal will, without Company's prior written consent, directly or indirectly, for itself, himself or herself, as applicable, or on behalf of any other Person, solicit, serve, cater to, divert or attempt to divert to a Competitive Business, any business or customer of the Franchised Restaurant or any other Hawaiian Bros Restaurant, by direct or indirect inducement or otherwise.

For purposes of calculating the duration of the two-year period, any time during which Franchisee or any Controlling Principal is in violation or breach of the covenant will be excluded. "**Competitive Business**" means any island-inspired or Hawaiian-themed restaurant or restaurant that advertises and serves Hawaiian cuisine.

(b) In order to give effect to Franchisee's and its Controlling Principals' obligations in this Section 18, Franchisee acknowledges and agrees that neither it nor any of its Controlling Principals will seek to violate this Section 18 directly or through any other person (for example, a direct relative or Affiliate) with whom Franchisee or the Controlling Principals are acting in concert or participating in connection with the prohibited activities. Franchisee and its Controlling Principals will be deemed to be in violation of the restrictions contained in this Section 18 if an Affiliate or direct relative such as a spouse, sibling, parent, child, or in-law is engaging in the activities described by this Section.

(c) Franchisee and its Controlling Principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Company's other Trade Secrets.

(d) Franchisee and its Controlling Principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating or serving a Competitive Business.

(e) Franchisee represents and warrants to Company that none of Franchisee, any Principal or executive officer of Franchisee, or any of their respective Affiliates is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Further, Franchisee represents and warrants that neither Franchisee nor any such Person referred to above has violated, and no such Person will violate, any law prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U.S. Patriot Act, U.S. Executive Order 13244 or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee must immediately notify Company in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

(f) Franchisee grants Company a security interest ("**Security Interest**") in all of the furniture, fixtures, equipment, signage, and realty (including Franchisee's interests under all real property and personal property leases) of the Franchised Restaurant, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Franchised Restaurant. All items in which a security interest is granted are referred to as the "**Collateral**."

(1) The Security Interest is to secure payment of the following (the "**Indebtedness**"):

(i) All amounts due by Franchisee to Company under this Agreement or otherwise;

(ii) All sums which Company (or its Affiliates) may, at its option, expend or advance for the maintenance, preservation, or protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

(iii) All expenses, including reasonable attorneys' fees, which Company (or its Affiliates) incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting its rights under the Security Interest and this Agreement; and

(iv) All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Company or third-parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not Franchisee executes any extension agreement or renewal instruments.

(2) Franchisee will from time to time as required by Company join with Company in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Company and to take all such other actions as may be requested by Company from time to time to perfect, or maintain the perfection of, Company's Security Interest.

(3) Upon the occurrence of an Event of Default that is not timely cured (if applicable) or termination of Franchisee's rights under this Agreement, Company will have the immediate right to possession and use of the Collateral.

(4) Franchisee agrees that, upon the occurrence of any Event of Default set forth above, the full amount remaining unpaid on the Indebtedness will, at the option of Company and without notice, become due and payable immediately, and Company will then have the rights, options, duties, and remedies of a secured party under, and Franchisee will have the rights and duties of a debtor under, the Uniform Commercial Code of Missouri, including, without limitation, Company's right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Company in a commercially reasonable manner. Reasonable notification of the time and place of any sale will be satisfied by sending notice thereof to Franchisee pursuant to the notice provisions set forth below.

19. PARTIAL INVALIDITY

The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and will continue in full force and effect as so reformed.

20. NOTICES

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personally delivered, (b) sent by certified mail with return-receipt requested, (c) sent by facsimile, (d) sent by email or (e) sent by other means which affords the sender evidence of delivery, attempted delivery, or rejected delivery, to the respective parties at the street addresses set forth below or evidence of delivery at the facsimile numbers or email addresses set forth below, unless and until a different street address, fax number or email address is designated by notice to the other parties. All such notices, requests, demands, waivers and communications by means which affords the sender evidence of delivery, attempted delivery, or rejected delivery will be deemed to have been given and received at the date and time of receipt, attempted delivery, or rejected delivery; provided, however, any notice by fax or email must have evidence of delivery. A "read-receipt" received for an email delivery and a fax confirmation page from the sender's fax machine will be deemed evidence of delivery for notices sent by email or fax, as applicable.

If to Company, to: Hawaiian Bros Franchising, LLC
720 Main Street

	Kansas City, MO 64105 Attention: President
If Franchisee is an individual, to:	Franchisee's address, facsimile number or email set forth on the signature page.
If Franchisee is a Business Entity, to:	Designated Principal's address, facsimile number or email set forth on the signature page.

A party may at any time change the address to which notices are to be sent, or other contact information, by giving the other at least ten days' prior notice in accordance with this Section. If the notice address for Franchisee referenced above is the Franchised Restaurant's address and the Franchised Restaurant has not yet opened for business, or if Franchisee at any time during the Term loses possession of or otherwise cannot be reached at the Franchised Restaurant's premises, Franchisee's address for notice purposes will be the last residential or office address of Franchisee's Designated Principal known by Company.

21. STATUS OF PARTIES

This Agreement is not intended to create, and will not be interpreted or construed as creating, a partnership, joint venture, agency, employment, personal services, fiduciary or other "special" relationship between Company and Franchisee, and no representation to the contrary will be binding upon Company. In addition, Restaurant employees are under Franchisee's control in implementing and maintaining the System at the Franchised Restaurant. Company is not the employer or joint employer of Restaurant employees. Company will not exercise direct or indirect control over the working conditions of Restaurant personnel, except to the extent such indirect control is related to Company's legitimate interest in protecting the quality of Company's brand, products, or services. Company does not share or codetermine the terms and conditions of employment of Restaurant employees or affect matters relating to the employment relationship between Franchisee and Restaurant employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Franchisee has sole responsibility and authority for these terms and conditions of employment. Franchisee must communicate clearly with Restaurant employees in all dealings, including its employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials, that Franchisee (and only Franchisee) is their employer and that Company is not their employer and does not engage in any employer-type activities for which only franchisees are responsible. Company may require Franchisee to obtain an acknowledgment (in a form Company approves) from all Franchised Restaurant employees that Company is not their employer.

22. BINDING EFFECT

Subject to the restrictions on transfer in Section 13, this Agreement will be binding upon and inure to the benefit of Company and Franchisee and their respective successors, assigns, executors, heirs and personal representatives. If Franchisee is, or subsequently transfers the franchise to, a Business Entity, each Controlling Principal of Franchisee also will be personally and individually bound by all provisions of this Agreement. Each Principal who is not a Controlling Principal will be personally and individually bound by certain covenants concerning confidentiality if he or she has access to Trade Secrets or other Confidential Information.

23. LAW GOVERNING; DISPUTE RESOLUTION

(a) Subject to Company's rights under federal trademark laws, the parties' rights and obligations under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the State of Missouri (excluding any conflict of laws principles). To the extent the law of any other state may be held to be applicable to this Agreement or the relationship of the parties to this Agreement, Franchisee and Principals hereby waive any rights under such laws except to the extent any provisions of such law are non-waivable.

(b) Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties (each, a "**Dispute**") must be brought in the state or federal district court located in the county in which Company's headquarters is located; provided, that excluding Disputes relating to Franchisee's payment obligations to Company, no party to this Agreement may commence litigation proceedings with respect to a Dispute more than one year after the underlying cause of action accrues. Both parties hereto irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Section will survive the termination of this Agreement. Franchisee is aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agrees to be bound in the manner set forth in this Section.

24. CONDITION PRECEDENT

If Franchisee is a Business Entity, this Agreement will not be binding on Company and no franchise will be granted unless and until each Controlling Principal and their spouse (if any) executes and delivers a Guaranty.

25. MISCELLANEOUS

(a) Headings and Captions. The headings and captions identifying the various sections and subsections of this Agreement are for reference and convenience only and do not define, modify, expand, or limit the provisions herein or otherwise affect the interpretation of this Agreement.

(b) Time is of Essence. Time is of the essence of this Agreement; Franchisee's compliance with the deadlines stated in this Agreement is essential.

(c) Company's Rights. Whenever this Agreement provides that Company has a certain right, that right is absolute and the parties intend that Company's exercise of that right will not be subject to any limitation or review. Company has the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

(d) Company's Discretion. Franchisee and Controlling Principals acknowledge and agree that this Agreement (and the relationship of the parties contemplated by this Agreement) grants Company the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests and that any such discretion will be exercised by Company in its sole discretion based on Company's assessment of its interests and the System. If Company takes any action or chooses not to take any action in Company's discretion with regard to any matter related to this Agreement and Company's action or inaction is challenged for any reason, the parties expressly direct the trier of fact that Company's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of Company's discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

(e) Adaptations and Variances. Franchisee acknowledges that complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, Company has the right to vary the Standards for any franchised business based on conditions Company deems important to the operation of such business and/or the System, as more particularly set forth in the Operations Manual. Company is not required to grant Franchisee a like or other variation. Franchisee acknowledges that the obligations and rights of the parties to other agreements may differ materially from Franchisee's rights and obligations under this Agreement.

(f) Notice of Potential Profit. Franchisee acknowledges that Company and/or its Affiliates may from time to time make a profit on its sales of goods or services to Franchisee. Further, Company or its Affiliates may from time to time receive rebates or other consideration from suppliers in respect to sales of goods or services to Franchisee or in consideration for services rendered or rights licensed to such Persons. Franchisee agrees that Company and/or its Affiliates are entitled to any such rebates, profits and/or consideration. Company has no obligation to return to Franchisee a portion of any such rebates, profits or consideration attributable to Franchisee's purchases from suppliers and Company may retain such consideration and use it as Company deems appropriate.

(g) Fixed Fee Adjustment. At Company's option, Company may adjust any fixed fee set forth in this Agreement by a percentage that is equal to the change in percentage of the Consumer Price Index selected by Company ("CPI"), from the CPI in effect for the month and year in which the Effective Date occurs to the date of determination of the first adjustment made by Company hereunder and, thereafter, from the first day of the month immediately preceding the most recent adjustment to the date on which the adjustment is determined.

(h) Force Majeure. Except with respect to obligations to make payments when due, each party will be excused on a day-to-day basis for failures or delays in performance to the extent such failures or delays are caused by acts of war, embargoes, terrorism, civil riots, pandemics, judicial, legal or other action of a governmental authority, which action makes performance of this Agreement impossible, and which could not have been prevented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other commercially reasonable means, acts of God, natural disasters or other similar types of causes beyond the party's reasonable control and that could not have been prevented through the use of commercially reasonable measures (each an "**Event of Force Majeure**"); but, only to the extent that an Event of Force Majeure precludes the party from performing the particular obligation affected by such event and provided the party affected (i) notifies the other party as soon as practicable of the nature and expected duration of the claimed Event of Force Majeure, (ii) takes all reasonable steps to avoid or remove such cause of non-performance, and (iii) resumes performance promptly whenever such cause is removed. Notwithstanding the provisions of this Section, if, as a result of an Event of Force Majeure, Franchisee is, or is reasonably expected to be, prevented from operating the Franchised Restaurant in full compliance with the terms of this Agreement for a period of six months or more, then Company may terminate this Agreement, without any further liability to Franchisee.

(i) Binding Effect. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by an authorized officer of Company and Franchisee. No waiver by Company of any breach by Franchisee, nor any delay or failure by Company to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Company's rights with respect to that or any other or subsequent breach. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual or System, which Company may modify unilaterally.

(j) Costs and Attorneys' Fees. If Company incurs costs and expenses (internal and external) to enforce its rights or Franchisee's obligations under this Agreement because Franchisee has failed to pay when due amounts owed to Company or otherwise to comply with this Agreement, Franchisee agrees to reimburse Company for all costs and expenses Company incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Franchisee's obligation to reimburse Company arises whether or not Company begins a formal legal proceeding against Franchisee to enforce this Agreement. If Company does begin a formal legal proceeding against Franchisee to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Company incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(k) Waiver of Exemplary Damages, Class Actions and Jury Trial. FRANCHISEE AND THE CONTROLLING PRINCIPALS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AND WILL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES SUSTAINED IN THE EVENT OF ANY DISPUTE BETWEEN FRANCHISEE OR A CONTROLLING PRINCIPAL AND COMPANY. FRANCHISEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO ASSERT ANY CLAIM AGAINST COMPANY ON BEHALF OF, OR AS A MEMBER OF, A CLASS. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, IN ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. ALL LITIGATED DISPUTES WILL BE TRIED TO THE COURT SITTING WITHOUT A JURY.

26. FRANCHISEE'S ACKNOWLEDGMENTS

(a) Franchisee acknowledges and agrees that this Agreement, together with any duly executed amendment or addendum attached to this Agreement, contains the entire agreement between the parties with respect to Franchisee's franchise for the Franchised Restaurant, and that it supersedes any prior or contemporaneous agreements between the parties, written or oral, with respect to the franchise for the Franchised Restaurant. Nothing in this Agreement or any related agreement is intended to disclaim Company's representations in its Franchise Disclosure Document. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same instrument. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

(b) Franchisee confirms and acknowledges that no written or oral agreements, promises, commitments, or undertakings were made to or with Franchisee that are not expressly set forth in this Agreement and any duly executed amendment or addendum attached to this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim Company's representations in its Franchise Disclosure Document.

(c) Franchisee confirms and acknowledges that, except for any Item 19 Financial Performance Representation included in the Franchise Disclosure Document Company delivered to Franchisee, no person representing Company made any oral, written or visual claim, presentation or representation to Franchisee that stated or suggested that the Franchised Restaurant might attain any actual, projected or forecasted level of sales, income or profits.

(d) Franchisee confirms and acknowledges that no warranty, guaranty or promise other than those expressly set forth in this Agreement, and no representations other than those expressly set forth in the Franchise Disclosure Document Company delivered to Franchisee, were made by Company or any other

Person to induce Franchisee to sign this Agreement. Franchisee recognizes that neither Company nor any other Person can guarantee Franchisee's business success or state the exact costs of opening and operating a Hawaiian Bros Restaurant, and that such success and costs will depend primarily upon Franchisee's own efforts and business ability. Franchisee also recognizes that any new business venture is speculative.

(e) Franchisee acknowledges that this Agreement creates an arm's length commercial relationship that cannot and will not be transformed into a fiduciary or other "special" relationship by course of dealing, by any special benefits that Company bestows on Franchisee, or by inference from a party's conduct.

(f) Franchisee acknowledges that it has read this Agreement and Company's Franchise Disclosure Document and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Company's high standards of quality, and the uniformity of those standards, and to protect and preserve the goodwill of the Marks. Franchisee also acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that its abilities and efforts are vital to the success of the venture.

(g) Franchisee acknowledges that Company has approved the purchase of a franchise pursuant to all the statements and materials Franchisee submitted and represents that all such statements and materials are true, accurate and complete and Franchisee has made no misrepresentations or material omissions.

[SIGNATURE PAGE FOLLOWS]

Hawaiian Bros Franchising, LLC

By:_____

Name:_____

Title:_____

Date:_____

FRANCHISEE

(Individual franchisees must complete the following)

_____
Signature, if an individual

_____
Franchisee's name, printed

Date:_____

(Business Entity franchisees must complete the following)

By:_____

Name:_____

Title:_____

Date:_____

Franchisee's Designated Principal is (if applicable):_____
Designated Principal's (if Franchisee is a Business Entity) or Franchisee's (if Franchisee is an individual) Address/Telephone/Email:_____
_____

Franchisee's General Manger is:_____
Franchisee's General Manager Hire Date:_____
General Manager Address/Telephone/Email:_____
_____

The Franchised Restaurant's Scheduled Opening Date is:_____

The Grand Opening Campaign minimum expenditure is:_____

EXHIBIT A

AUTHORIZATION AGREEMENT
FOR PREAUTHORIZED PAYMENTS

The undersigned ("**Depositor**") hereby authorizes Hawaiian Bros Franchising, LLC or any affiliated entity (collectively, "**Company**"), to initiate weekly ACH debit entries from the Checking Account indicated below, in payment of amounts for Royalty Fees, Ad Fund contributions, Area Cooperative contributions, and all other amounts that become payable by Depositor to Company. The dollar amount to be debited per payment will vary.

Subject to the provisions of this Authorization Agreement, the Depository named below is hereby authorized and directed to honor any such ACH debit entries initiated by Company and to debit the Checking Account indicated below for such amounts that Company initiates.

Depositor agrees this Authorization Agreement is binding and will remain in full force and effect until Depositor has given Company written notice of its revocation in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on the notice. Depositor is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries in accordance with this Authorization Agreement.

Depository Name:_____

Branch Location:_____

Address (including City, State, ZIP): _____

_____

Checking Account Number:_____

Routing Number:_____

Depositor's Printed Name: _____ FEIN:_____

Depositor's Signature:_____ Date:_____

Title of person signing (if signing as a representative of Depositor):_____

EXHIBIT B

ASSIGNMENT OF TELEPHONE NUMBER(S)
AND ONLINE PRESENCE

For valuable consideration, _____ ("Franchisee") assigns and transfers to Hawaiian Bros Franchising, LLC ("Company") all of Franchisee's rights and interest in each and all of the telephone number(s), Internet domain name registration(s), URL's, and accounts and identities for blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like X, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites (the "Numbers and Online Presence") used in connection with its operation of a Hawaiian Bros Island Grill restaurant located at _____ (the "Restaurant").

This assignment shall become effective immediately upon the termination or expiration of the Franchisee Agreement for the Franchised Restaurant for any reason. This assignment is irrevocable and this Agreement shall constitute conclusive evidence of such assignment. Company may deliver this Agreement to the telephone company, domain name registers, social media host companies, or any other relevant party ("Service Providers") to effectuate this assignment.

Franchisee irrevocably constitutes and appoints Company as Franchisee's agent and attorney-in-fact for the purposes of (i) signing and delivering any Transfer of Service Agreement or comparable document the Service Providers require to transfer the rights in the Numbers and Online Presence from Franchisee to Company or its designee, and (ii) canceling and revoking any call-forwarding or similar instructions Franchisee has issued to Service Providers with respect to any of the Numbers and Online Presence, with full power to sign Franchisee's name and otherwise act in Franchisee's name, place, and stead.

Franchisee agrees to reimburse Company the full amount of any service charges the Service Providers require Company to pay to obtain the Numbers and Online Presence, together with interest as provided in the Franchise Agreement for the Franchised Restaurant.

Franchisee represents and warrants to Company that Franchisee obtained the Numbers and Online Presence in Franchisee's name, and that Franchisee is the person of record the Service Providers will recognize as the registered user or "owner" of such Numbers and Online Presence.

Franchisee:_____

Franchisee's Signature:_____

Title:_____

Date:_____

EXHIBIT C

BUSINESS ENTITY INFORMATION FORM

This form must be completed if this Franchise Agreement has more than one person identified as Franchisee or if Franchisee is a Business Entity (a corporation, partnership, limited liability company, or a similar entity). Franchisee must update this form whenever there is any change in the information provided herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Franchise Agreement.

1. **Business Entity**. The name of Franchisee is _____, and it was formed as a [INSERT STATE OF ORGANIZATION] [INSERT TYPE OF ENTITY] on [INSERT DATE]. Franchisee has not conducted business in any name other than Franchisee's business entity name and [INSERT OTHER BUSINESS NAMES OF FRANCHISEE OR N/A, AS APPLICABLE].

2. **Business Entity Owners**.

(a) The following list includes the full name and mailing address of each Person who is an owner of Franchisee (stockholders, partners, members, holders of other equity interests in Franchisee or of interests convertible into equity interests in Franchisee) and the type and amount of each such owner's Ownership Interest in Franchisee (add lines as necessary):

Name and Address	Type of Interest	Ownership %

(b) If Franchisee is a Business Entity and owned in whole or in part by one or more Business Entities, the following list includes the full name and mailing address of each Person who is an owner (stockholders, partners, members, holders of other equity interests or of interests convertible into equity interests) in the Business Entity(ies) that has (have) an Ownership Interest in Franchisee, and the type and amount of such owner's Ownership Interest in such Business Entity(ies) (add lines as necessary):

Name and Address	Type of Interest	Ownership %

3. **Controlling Principal(s)**. Following is the name, position/title and Ownership Interest of each Controlling Principal:

Name and Address	Position/Title	Ownership %

4. **Designated Principal(s)**. Following is the name, position/title and Ownership Interest of the Designated Principal(s):

Name and Address	Position/Title	Ownership %

5. **Governing Body**. Following is a description of the governing body having the power and authority to manage and direct the day-to-day operations of Franchisee (e.g. Franchisee's Board of Directors or Managers, the Board of Directors or Managers of Franchisee's parent entity or general partner, etc.), and a list of the names and addresses of all of the members of such governing body:

GOVERNING BODY: _____

NAMES & ADDRESSES OF MEMBERS OF GOVERNING BODY

_____

_____

_____

_____

6. **General Manager**. Franchisee's General Manager is .

7. **Franchised Restaurant Executive Management**. Following is a list of Franchisee's Executive Management, together with their respective position/title:*

NAME POSITION/TITLE

_____

_____

_____

_____

*Franchisee shall provide this information prior to or at the time a member of Franchisee's Executive Management attends the initial training program.

8. **Representation**. Franchisee represents and warrants that the information provided in this form (and in any subsequent update thereto) is true, accurate, and complete, and that Company may consider this statement as continuing to be true, accurate, and correct until a written notice of change in the information set forth herein is given to Company. At Company's request, Franchisee agrees to prepare and sign a new form containing the correct information.

9. **Governing Documents**. Franchisee must attach true, accurate, and complete copies of its Charter Documents, including its articles of incorporation or organization and partnership, shareholder, or member agreements.

10. **Effective Date**: This Business Entity Information Form is effective as of this ____ day of _____, 2026.

FRANCHISEE:

If Franchisee is Individual(s):

_____
Signature – Owner 1

_____
Print Name – Owner 1 Title:

Date:_____

_____
Signature – Owner 2

_____
Print Name – Owner 2

Date:_____

_____
Signature – Owner 3

_____
Print Name – Owner 3

Date:_____

If Franchisee is Business Entity:

_____
Signature

By:_____

Title:_____

Date:_____

EXHIBIT D

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") between Hawaiian Bros Franchising, LLC, a Missouri limited liability company, and

(the "**Franchisee**"), of even date herewith, and for other good and valuable consideration, the undersigned owners of outstanding equity interests in the Franchisee and each such owner's spouse (if any) (whether one or more, herein called "**Guarantors**"), for themselves, their heirs, successors, and assigns, do hereby, jointly and severally, unconditionally, individually and for any marital community (as applicable), agree as follows:

(1) Guarantors guarantee to Hawaiian Bros Franchising, LLC and its affiliates, successors, and assigns (collectively, the "**Franchisor**") the full performance of Franchisee under the Agreement, including that each and every one of Franchisee's obligations under the Agreement (collectively, "**Franchisee Obligations**") will be faithfully and punctually paid and performed.

(2) Guarantors agree to be personally bound by all confidentiality, non-competition and non-solicitation provisions contained in the Agreement, including those set forth in Sections 12(b) and 18 of the Agreement.

(3) Guarantors further agree to pay any judgment or award against the Franchisee obtained by Franchisor.

(4) This Guaranty expressly includes covenants contained in the Agreement that by their terms or by reasonable implication survive the termination, expiration, or transfer of the Agreement, including but not limited to non-competition, non-solicitation, confidentiality and indemnity provisions.

(5) Guarantors waive: (i) notice of demand for payment of any indebtedness or nonperformance of any Franchisee Obligations; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any Franchisee Obligations hereby guaranteed; (iii) any right Guarantors may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (iv) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

(6) Guarantors consent and agree that (i) their liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person; (ii) such liability will not be diminished, relieved, or otherwise affected by Franchisee's insolvency, bankruptcy, or reorganization, the invalidity, illegality, or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to Guarantors; and (iii) this Personal Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

(7) Guarantors shall pay all costs of collection and reasonable attorneys' fees incurred by Franchisor in connection with enforcing this Guaranty.

[Signature Page Follows]

GUARANTORS:

Individually	Individually
Print Name	Print Name
Address	Address
City Individually Zip Code	City Individually Zip Code
Telephone Number	Telephone Number
Ownership Percentage of Franchisee	Ownership Percentage of Franchisee
Individually	Individually
Print Name	Print Name
Address	Address
City Individually Zip Code	City Individually Zip Code
Telephone Number	Telephone Number
Ownership Percentage of Franchisee	Ownership Percentage of Franchisee

EXHIBIT E

CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Confidentiality, Non-Competition and Non-Solicitation Agreement (this "**Agreement**") is entered into as of _____, 20_____ (the "**Effective Date**"), by and between [INSERT NAME OF FRANCHISEE], a [INSERT STATE & TYPE OF ENTITY] (the "**Franchisee**"), and _____ ("**Franchisee's Associate**").

BACKGROUND

A. Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Franchisor**"), has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including but not limited to the Hawaiian Bros® Island Grill trademark, logo and trade name, and the elements and components of Franchisor's trade dress, a compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures.

B. Franchisor and Franchisee have entered into that certain Franchise Agreement dated as of _____, 20_____ (the "**Franchise Agreement**"), in which Franchisor has granted Franchisee the right, and Franchisee has undertaken the obligation, to operate a Hawaiian Bros Island Grill restaurant that utilizes the System (each a "**Restaurant**" and collectively, "**Restaurants**") at the following location: _____ (the "**Franchised Restaurant**").

C. Franchisee and Franchisee's Associate acknowledge that Franchisor and its affiliates are the owners of trade secrets and confidential information (the "**Confidential Information**") relating to the operation of the System including, without limitation, any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of Franchisor, its affiliates, or Franchisor's franchisees, business plans or strategies, marketing plans, marketing information, profit margins, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of Franchisor, Restaurant layout, plans, and schematics, all manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice relating to a Restaurant's operation and management and to marketing the products Restaurants serve (the "**Operations Manual**"), any other information relating to the operation of the System, and such other information about Franchisor and its business as may reasonably be construed to be confidential or proprietary to Franchisor, whether designated as confidential or not and whether or not such information constitutes "trade secrets" under prevailing judicial interpretations.

D. Franchisee's Associate further acknowledges that, as a part of his or her relationship with Franchisee, Franchisee's Associate will receive and be entrusted with certain Confidential Information.

E. In consideration of Franchisee's Associate's relationship with Franchisee, Franchisee's Associate agrees to comply with the provisions of this Agreement. Franchisee's Associate also agrees the restraints imposed by this Agreement are reasonable and necessary to protect Franchisee's business, Franchisor, Franchisor's franchisees, and the System.

AGREEMENT

1. CONFIDENTIALITY COVENANTS

(a) **Receipt of Confidential Information**. Franchisee and Franchisee's Associate acknowledge that, as a part of Franchisee's Associate's relationship with Franchisee, Franchisee's Associate will receive and be entrusted with certain Confidential Information.

(b) **Duty of Confidentiality**. Franchisee's Associate will not at any time, during or after such Franchisee's Associate's relationship with Franchisee, communicate or disclose to any individual or business entity (each a "Person") other than those employees of Franchisee to whom such disclosure is necessary in relation to performance of their job duties, or use for Franchisee's Associate's own benefit or for the benefit of any Person other than Franchisor or Franchisee in connection with the operation of a Hawaiian Bros Restaurant, any Confidential Information that Franchisee's Associate acquired during such Franchisee's Associate's relationship with Franchisee. Franchisee's Associate understands and agrees that any and all Confidential Information, including methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than in connection with Franchisee's development or operation of a Hawaiian Bros Restaurant.

(c) **Return of Confidential Information**. Franchisee's Associate will return all Confidential Information that Franchisee's Associate acquires during the relationship with Franchisee upon the earlier of the following:

i. the transfer, expiration or termination of the Franchise Agreement for any reason;

ii. the termination of Franchisee's Associate's relationship with Franchisee; or

iii. Franchisee's request.

2. NON-COMPETITION AND NON-SOLICITATION COVENANTS

(a) **Limitations on Competition**. Franchisee and Franchisee's Associate acknowledge that the Confidential Information provides a competitive advantage and will be valuable to them in the operation of the Franchised Restaurant. In consideration for the disclosure to Franchisee's Associate of Confidential Information, and to protect the confidentiality and value of the Confidential Information and the goodwill of the System and Franchised Restaurant, Franchisee's Associate further agrees to the limitations on competition and solicitation set forth below.

(b) **Definition of Competitive Business**. "**Competitive Business**" means any island-inspired Hawaiian-themed restaurant or restaurant that advertises and serves Hawaiian cuisine.

(c) **Non-Competition During Term of Franchise Agreement and Relationship with Franchisee**. Franchisee's Associate will not, without Franchisee's and Franchisor's prior written consent, own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in the United States or in any other country where a Hawaiian Bros Restaurant is located, until the earlier of the following (the "**Term**"):

i. the transfer, expiration or termination of the Franchise Agreement for any reason; or

ii. the termination of Franchisee's Associate's relationship with Franchisee.

(d) **Non-Competition After Term of Franchise Agreement or Relationship with Franchisee**. During the Post-Term Period (as defined below), Franchisee's Associate may not, without Franchisee's and Franchisor's prior written consent, own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in any of the following:

i. Within the area comprised of a 20-mile radius of the Franchised Restaurant;

ii. Within the area comprised of a 20-mile radius of any Restaurant then existing or under development, whether franchised or owned by Franchisor or any of its affiliates or licensees; or

iii. Within 20 miles of any outer boundary of any territory for which Franchisor has granted development rights for the development of one or more Restaurants.

(e) **Non-Solicitation During the Term or the Post-Term Period.** In addition, neither during the Term nor the Post-Term Period, will Franchisee's Associate, without Franchisee's and Franchisor's prior written consent, directly or indirectly, for himself or herself, or on behalf of any other Person:

i. Solicit, serve, cater to, divert or attempt to divert to a Competitive Business, any business from any Franchisee Contact;

ii. Solicit or induce, or attempt to solicit or induce, any Franchisee Contact (defined below) to terminate or alter its/his/her relationship with Franchisee;

iii. Solicit or induce, or attempt to solicit or induce, any Person who or which is employed or retained by or contracted with Franchisee to terminate or modify such Person's employment or other relationship with Franchisee; or

iv. Solicit, induce, aid or counsel any other Person to do any of the foregoing.

The "**Post-Term Period**" means the two-year period after the earlier of the following: (i) the transfer, expiration or termination of the Franchise Agreement for any reason; or (ii) the termination of Franchisee's Associate's relationship with Franchisee. If at any time during the Post-Term Period Franchisee's Associate fails to comply with the obligations imposed by this Agreement, such period of noncompliance shall not be credited toward satisfaction of the two-year obligation.

"**Franchisee Contact**" means Franchisee's customers, investors, suppliers, vendors, consultants, and personnel.

(f) **Acknowledgement**. Franchisee's Associate acknowledges that these covenants not to compete are reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Franchisor's Confidential Information, all of which provide a competitive advantage to Franchisee. Further, Franchisee's Associate acknowledges and confirms that he or she possesses the education, training, and experience necessary to earn a reasonable livelihood apart from operating or serving a Competitive Business.

3. DEFEND TRADE SECRETS ACT OF 2016 DISCLOSURE

18 U.S.C. § 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(a) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

4. MISCELLANEOUS

(a) **Severability**. The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

(b) **Effectiveness of Agreement Following Termination**. All provisions of this Agreement that are to be effective following termination of Franchisee's Associate's relationship with Franchisee will be effective regardless of whether the termination was voluntary or involuntary.

(c) **Binding Effect; Amendments**. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by the parties. No waiver by Franchisee of any breach by Franchisee's Associate, nor any delay or failure by Franchisee to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Franchisor's rights with respect to that or any other or subsequent breach. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual or System, which Franchisor may modify unilaterally.

(d) **Governing Law**. The parties' rights and obligations under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Franchisee's principal place of business (excluding any conflict of laws principles).

(e) **Costs and Attorneys' Fees**. If Franchisee or Franchisor incurs costs and expenses (internal or external) to enforce its rights or Franchisee's Associate's obligations under this Agreement because Franchisee's Associate has failed to comply with this Agreement, Franchisee's Associate agrees to reimburse Franchisee or Franchisor for all costs and expenses Franchisee or Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Franchisee's Associate's obligation to reimburse Franchisee or Franchisor arises whether or not there is a formal legal proceeding. If Franchisee or Franchisor does begin a formal legal proceeding against Franchisee's Associate to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Franchisee or Franchisor incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(f) **Notices**. All notices required or permitted under this Agreement must be in writing and will be deemed delivered when deposited either with the United States Postal Service, first class postage

prepaid, certified mail, return receipt requested, or with an overnight delivery service for next business day delivery with proof of delivery, and addressed as follows:

If to Franchisee's Associate, to the address set forth on the signature page to this Agreement.

If to Franchisee, to: _____

_____

_____

Attention: _____

Any party may change its address for notices by written notice to the other given in accordance with this subsection.

(g) **Third Party Beneficiary; Remedies**. Franchisee and Franchisee's Associate acknowledge and agree that: (i) Franchisor is a third party beneficiary of the rights and obligations set forth in this Agreement, and (ii) Franchisor has the right to enforce the provisions of this Agreement in the event of any beach or violation, or threatened breach or violation, of this Agreement. Franchisee's Associate further acknowledges and agrees that: (A) Franchisor and Franchisee will suffer irreparable harm in the event of any breach or violation of this Agreement, and (B) Franchisor's and Franchisee's appropriate remedies for breach or violation, or threatened breach or violation, of this Agreement include interim, interlocutory, and final orders granting injunctive, mandatory, or other extraordinary relief, without the need for the posting of security or an undertaking in damages.

(h) **Assignment**. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective affiliates, successors, and assigns. The respective obligations of Franchisee and Franchisee's Associate hereunder may not be assigned by Franchisee or Franchisee's Associate, except with the written consent of Franchisor.

(i) **Counterparts; Electronic Transmission.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same instrument. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

[***Signature Page Follows***]

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality, Non-Competition and Non-Solicitation Agreement as of the day and year first set forth above.

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]

By: _____

Name: _____

Title: _____

FRANCHISEE'S ASSOCIATE:

(Individuals must complete the following)

Signature: _____

Printed Name: _____

(Business entities must complete the following)

By: _____

Name: _____

Title: _____

Franchisee's Associate's Address for Notices:

_____

_____

_____

Attention: _____

EXHIBIT F

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is entered into as of _____, 20_____ (the "**Effective Date**"), by and between [INSERT NAME OF FRANCHISEE], a [INSERT STATE & TYPE OF ENTITY] (the "**Franchisee**"), and _____ ("**Franchisee's Associate**").

BACKGROUND

A. Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Franchisor**"), has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including but not limited to the Hawaiian Bros® Island Grill trademark, logo and trade name, and the elements and components of Hawaiian Bros' trade dress, a compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures.

B. Franchisor and Franchisee have entered into that certain Franchise Agreement dated as of _____, 20_____ (the "**Franchise Agreement**"), in which Franchisor has granted Franchisee the right, and Franchisee has undertaken the obligation, to operate a Hawaiian Bros Island Grill restaurant that utilizes the System (each a "**Restaurant**" and collectively, "**Restaurants**") at the following location: _____ (the "**Franchised Restaurant**").

C. Franchisee and Franchisee's Associate acknowledge that Franchisor and its affiliates are the owners of trade secrets and confidential information (the "**Confidential Information**") relating to the operation of the System including, without limitation, any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of Franchisor, its affiliates, or Franchisor's franchisees, business plans or strategies, marketing plans, marketing information, profit margins, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of Franchisor, Restaurant layout, plans, and schematics, all manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice relating to a Restaurant's operation and management and to marketing the products Restaurants serve (the "**Operations Manual**"), any other information relating to the operation of the System, and such other information about Franchisor and its business as may reasonably be construed to be confidential or proprietary to Franchisor, whether designated as confidential or not and whether or not such information constitutes "trade secrets" under prevailing judicial interpretations.

D. Franchisee's Associate further acknowledges that, as a part of his or her relationship with Franchisee, Franchisee's Associate will receive and be entrusted with certain Confidential Information.

E. In consideration of Franchisee's Associate's relationship with Franchisee, Franchisee's Associate agrees to comply with the provisions of this Agreement. Franchisee's Associate also agrees the restraints imposed by this Agreement are reasonable and necessary to protect Franchisee's business, Franchisor, Franchisor's franchisees, and the System.

AGREEMENT

1. CONFIDENTIALITY COVENANTS

(a) **Receipt of Confidential Information**. Franchisee and Franchisee's Associate acknowledge that, as a part of Franchisee's Associate's relationship with Franchisee, Franchisee's Associate will receive and be entrusted with certain Confidential Information.

(b) **Duty of Confidentiality**. Franchisee's Associate will not at any time, during or after such Franchisee's Associate's relationship with Franchisee, communicate or disclose to any individual or business entity (each a "Person") other than those employees of Franchisee to whom such disclosure is necessary in relation to performance of their job duties, or use for Franchisee's Associate's own benefit or for the benefit of any Person other than Franchisor or Franchisee in connection with the operation of a Hawaiian Bros Restaurant, any Confidential Information that Franchisee's Associate acquired during such Franchisee's Associate's relationship with Franchisee. Franchisee's Associate understands and agrees that any and all Confidential Information, including methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than in connection with Franchisee's development or operation of a Hawaiian Bros Restaurant.

(c) **Return of Confidential Information**. Franchisee's Associate will return all Confidential Information that Franchisee's Associate acquires during the relationship with Franchisee upon the earlier of the following:

i. the transfer, expiration or termination of the Franchise Agreement for any reason;

ii. the termination of Franchisee's Associate's relationship with Franchisee; or

iii. Franchisee's request.

2. DEFEND TRADE SECRETS ACT OF 2016 DISCLOSURE

18 U.S.C. § 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(a) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

3. MISCELLANEOUS

(a) **Severability**. The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

(b) **Effectiveness of Agreement Following Termination**. All provisions of this Agreement that are to be effective following termination of Franchisee's Associate's relationship with Franchisee will be effective regardless of whether the termination was voluntary or involuntary.

(c) **Binding Effect; Amendments**. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by the parties. No waiver by Franchisee of any breach by Franchisee's Associate, nor any delay or failure by Franchisee to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Franchisor's rights with respect to that or any other or subsequent breach. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual or System, which Franchisor may modify unilaterally.

(d) **Governing Law**. The parties' rights and obligations under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Franchisee's principal place of business (excluding any conflict of laws principles).

(e) **Costs and Attorneys' Fees**. If Franchisee or Franchisor incurs costs and expenses (internal or external) to enforce its rights or Franchisee's Associate's obligations under this Agreement because Franchisee's Associate has failed to comply with this Agreement, Franchisee's Associate agrees to reimburse Franchisee or Franchisor for all costs and expenses Franchisee or Franchisor incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Franchisee's Associate's obligation to reimburse Franchisee or Franchisor arises whether or not there is a formal legal proceeding. If Franchisee or Franchisor does begin a formal legal proceeding against Franchisee's Associate to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Franchisee or Franchisor incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(f) **Notices**. All notices required or permitted under this Agreement must be in writing and will be deemed delivered when deposited either with the United States Postal Service, first class postage prepaid, certified mail, return receipt requested, or with an overnight delivery service for next business day delivery with proof of delivery, and addressed as follows:

If to Franchisee's Associate, to the address set forth on the signature page to this Agreement.

If to Franchisee, to: _____

_____

_____

Attention: _____

Any party may change its address for notices by written notice to the other given in accordance with this subsection.

(g) **Third Party Beneficiary; Remedies**. Franchisee and Franchisee's Associate acknowledge and agree that: (i) Franchisor is a third party beneficiary of the rights and obligations set forth in this Agreement, and (ii) Franchisor has the right to enforce the provisions of this Agreement in the event of any beach or violation, or threatened breach or violation, of this Agreement. Franchisee's Associate further acknowledges and agrees that: (A) Franchisor and Franchisee will suffer irreparable harm in the event of any breach or violation of this Agreement, and (B) Franchisor's and Franchisee's appropriate

remedies for breach or violation, or threatened breach or violation, of this Agreement include interim, interlocutory, and final orders granting injunctive, mandatory, or other extraordinary relief, without the need for the posting of security or an undertaking in damages.

(h) **Assignment**. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective affiliates, successors, and assigns. The respective obligations of Franchisee and Franchisee's Associate hereunder may not be assigned by Franchisee or Franchisee's Associate, except with the written consent of Franchisor.

(i) **Counterparts; Electronic Transmission.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same instrument. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

[***Signature Page Follows***]

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality Agreement as of the day and year first set forth above.

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]

By: _____

Name: _____

Title: _____

FRANCHISEE'S ASSOCIATE:

(Individuals must complete the following)

Signature: _____

Printed Name: _____

(Business entities must complete the following)

By: _____

Name: _____

Title: _____

Franchisee's Associate's Address for Notices:

_____

_____

_____

Attention: _____

EXHIBIT B-2
Addendum to Franchise Agreement
(Reduced Royalties)

ADDENDUM TO FRANCHISE AGREEMENT
(REDUCED ROYALTIES)

THIS ADDENDUM TO FRANCHISE AGREEMENT (REDUCED ROYALTIES) ("**Addendum**") is entered into as of the _____ day of _____, 20_____ (the "**Effective Date**"), by and between Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Company**"), and _____ ("**Franchisee**").

WHEREAS, contemporaneously with the execution of this Addendum, Company and Franchisee have entered into a Franchise Agreement for a **Hawaiian Bros® Island Grill** Restaurant (the "**Franchise Agreement**"); and WHEREAS, Company and Franchisee desire to enter into this Addendum to amend the Franchise Agreement to incorporate certain previously agreed terms and conditions.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Franchise Agreement; Capitalized Terms. The Franchise Agreement is hereby amended and supplemented by this Addendum. Any conflict between this Addendum and the Franchise Agreement shall be governed and controlled by the terms of this Addendum. Capitalized terms used herein but not defined herein will be ascribed the meaning given to such terms in the Franchise Agreement.

2. Reduced Royalties. Section 10(a) of the Franchise Agreement is deleted in its entirety and replaced with the following: "In consideration for Franchisee's continuing use of the Marks and the System, Franchisee agrees to pay Company continuing royalties equal to (a) 5% of Gross Sales with respect to Gross Sales occurring prior to the fifth anniversary of the Effective Date and (b) 6% of Gross Sales with respect to Gross Sales occurring on or after the fifth anniversary of the Effective Date (as applicable, "**Royalties**").

3. Miscellaneous. This Addendum, the Franchise Agreement and the documents referred to herein and therein contain the entire agreement between the parties with respect to the subject matter, and except as otherwise provided herein, no other agreements, representations or commitments made or discussed prior to the Effective Date shall survive the execution of the Franchise Agreement and this Addendum. This Addendum may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Addendum may be delivered by the facsimile or other electronic transmission of signed signature pages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

Hawaiian Bros Franchising, LLC

By:_____

Name: _____

Title: _____

Date: _____

FRANCHISEE

(Individual franchisees must complete the following)

_____
Signature, if an individual

_____
Franchisee's name, printed

Date: _____

(Business Entity franchisees must complete the following)

By: _____

Name: _____

Title: _____

EXHIBIT C
Development Agreement

Development Agreement

for a

2026

Hawaiian Bros® Island Grill Restaurant

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GLOSSARY OF TERMS

The following terms are used in the following Development Agreement ("**Agreement**") with the meanings assigned in this Glossary.

Affiliate means a Person that controls, is controlled by, or is under common control with another Person by virtue of equity ownership, contract, or other means. For the purposes of this Agreement, "controlling", "controlled", or "control" (and all derivatives thereof) means the right to exercise, directly or indirectly, more than twenty percent (20%) of the voting rights of any Person or the power to direct or cause the direction of the management or policies of any Person.

Asset Interests means any interest in or right under this Agreement and any interest in a site approved for development of a Hawaiian Bros Restaurant under this Agreement.

Business Entity means a corporation, general or limited partnership, limited liability company, trust, or any other similar type or form of business organization.

Catering means the at-restaurant preparation of the standard menu items and delivery of those items, either in prepackaged portions or in bulk, to commercial accounts. Catering may or may not include on-site set up, food service and/or clean up.

Charter Documents means a corporation's articles of incorporation, bylaws and shareholders agreement (if any); a partnership's partnership agreement and, in the case of a limited partnership, its articles of limited partnership; a limited liability company's articles of organization and regulations or operating agreement; and comparable governing documents for any of the foregoing Business Entities or of any other type of Business Entity.

Company has the meaning set forth in the introductory paragraph on the first page of this Agreement.

Confidential Information means any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of Company, its Affiliates, or Company's franchisees, business plans or strategy, marketing plans, marketing information, profit margins, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of Company, Hawaiian Bros Restaurant layout, plans, and schematics, the contents of the Operations Manual, any other information relating to the operation of the System, and such other information about Company and its business as may reasonably be construed to be confidential or proprietary to Company, whether designated as confidential or not and whether or not such information constitutes "trade secrets" under prevailing judicial interpretations. "Confidential Information" does not include any information (i) that has become publicly known through no act or omission of Developer, its Principals or Affiliates or any of their respective officers, directors, managers or employees, (ii) that has been received in good faith by Developer from a Person having lawful and legitimate possession of the information and the right to disclose such information free of any duty of confidentiality to Company, or (iii) that Company has expressly approved in writing for public disclosure.

Controlling Principal(s) means, if Developer is a Business Entity, any Principal other than a Person (a) that owns 10% or less of Developer's Ownership Interests, (b) is a passive investor in Developer, and (c) whom Company has agreed in writing is not required to agree to be bound by the terms of this Agreement as a Controlling Principal. (If a "Controlling Principal" of Developer is also a Business Entity, a Controlling Principal will also mean and include the individuals who control the operations of such Controlling Principal, whether because of their Ownership Interests or actual management control and may, at Company's request, include any Person with an Ownership Interest in such Business Entity.) Each

Controlling Principal, together with their spouse (if any), must agree to be individually bound by covenants concerning confidentiality and noncompetition and will personally guarantee Developer's performance under this Agreement by signing a Guaranty.

Delivery Service means the delivery, directly by Developer or indirectly through a third party delivery service, of food and beverages in prepackaged portions to residential customers. Delivery service does not include on-site set up, food service, or clean up.

Developer has the meaning set forth in the introductory paragraph on the first page of this Agreement.

Development Agreement means this Agreement.

Development Area means that particular area, as specifically described in Exhibit A to this Agreement, in which Developer will have development rights. The Development Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Development Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Development Area, Developer may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's activities in or at those Non-Traditional Venues, including, but not limited to, its right to operate, and grant others the right to engage in foodservice operations under the Marks, at such Non-Traditional Venues.

Development Period End Date means the outside date by which the Hawaiian Bros Restaurant(s) to be developed within the corresponding development period must be open for business, as set forth on the Development Schedule.

Development Schedule means the schedule pursuant to which Developer must develop and open a specified number of Hawaiian Bros Restaurants under the terms of this Agreement as set forth on Exhibit B to this Agreement, as such schedule may be extended pursuant to the terms of this Agreement.

Effective Date means the date Company signs this Agreement, as indicated in its signature block.

Event of Default has the meaning set forth in Section 9.

Expiration Date means the date by which Developer must complete the Development Schedule if multiple Hawaiian Bros Restaurants are to be developed under this Agreement or the date by which Developer must complete the Hawaiian Bros Restaurant Development Procedures in Section 3 if this Agreement applies to only one Hawaiian Bros Restaurant.

Franchise Agreement means the Franchise Agreement between Company and Developer or any of its Affiliates under which Developer or any of its Affiliates purchases the franchised rights to operate a Hawaiian Bros Restaurant.

Franchise Disclosure Document means Company's most recently-issued disclosure document prior to the Effective Date except where the reference to such term indicates that it means Company's then-current disclosure document.

Franchise Fee Deposit means the fees payable in accordance with Section 6. **Guaranty** means that form of document attached as **Exhibit E** to this Agreement.

Hawaiian Bros Restaurant means a retail establishment at a fixed (permanent) location that is not in a Non-Traditional Venue and that operates continually on a year-round basis under the Hawaiian Bros Island Grill trade name and System. The term does not include any type of Special Outlet.

Indemnified Parties means Company and its Affiliates, and their successors and assigns, and each of their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives.

Interests mean Ownership Interests and Asset Interests, collectively. **In-Term Restricted Period** has the meaning set forth in Section 12(a)(i).

Intranet means an Intranet or other communications network that Company or its third-party supplier provides and/or administers for the Hawaiian Bros Island Grill restaurant chain through which members of the Hawaiian Bros Island Grill network of Hawaiian Bros Restaurants may communicate with each other and through which Company may disseminate updates to the Operations Manual and other Confidential Information. Company will have no obligation to maintain an Intranet and may dismantle or otherwise discontinue any Intranet at any time without liability to Developer.

Lease Rider means the document substantially similar to that appearing in **Exhibit** D to this Agreement, provided Company may amend the Lease Rider from time to time to make it consistent with the form of lease rider attached to the then-current Franchise Disclosure Document.

Losses means all losses, obligations, liabilities, damages (actual, consequential, or otherwise), actions, fines, debts, penalties, taxes, interest and defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, and alternative dispute resolution.

Marks refers to and includes: (i) the Hawaiian Bros trademark and logo, (ii) the Hawaiian Bros Island Grill trade name, (iii) the elements and components of a Hawaiian Bros Restaurant's Trade Dress, and (iv) any and all additional or different trade names, trademarks, service marks, logos and slogans that Company adopts to identify the Hawaiian Bros franchise system and the products and services Hawaiian Bros Restaurants offer.

Non-Traditional Venue means a hospital or medical center, airport, public or private school, university or college campus, airport terminal, train or bus station, convention center, exhibition hall, amusement park, fairground, sports arena, ballpark, military base, state or national park, hotel, lodge, country club, social club, resort, casino, theater or other mass gathering location or event.

Offer means a bona fide written offer for the purchase of (i) a Principal's Ownership Interest in Developer, whether direct or indirect, or (ii) Developer's Asset Interests.

Offer Notice has the meaning set forth in Section 10(f)(ii).

Operations Manual means and collectively includes all manuals, policy statements, directives, bulletins and memoranda, as revised from time to time, that contain prescribed or recommended Standards, procedures, policies and advice relating to a Hawaiian Bros Restaurant's operation and management and to marketing the products Hawaiian Bros Restaurants serve. The Operations Manual discloses the principal elements of Company's proprietary System, and its contents are and will remain Company's exclusive property.

Option has the meaning set forth in Section 10(f)(iii).

Option Period has the meaning set forth in Section 10(f)(iv).

Ownership Interests means (i) in relation to a corporation, the ownership of shares of stock in the corporation; (ii) in relation to a partnership, the ownership of a general or limited partnership interest; (iii) in relation to a trust, the ownership of the beneficial interest of such trust; (iv) in relation to a limited liability company, the ownership of a membership interest; (v) in relation to any other Business Entity, the ownership of any equity interest therein; and (vi) with respect to any Business Entity, any right or option to acquire any of the items described in provisions (i) -(v) of this definition, including warrants, options to purchase, and convertible debt instruments.

Person means an individual or a Business Entity.

Post-Term Restricted Period has the meaning set forth in Section 12(a)(ii).

Preferred Broker means a Company-specified licensed real estate broker.

Principal means any Person with a direct or indirect Ownership Interest in Developer, if Developer is a Business Entity, including any Controlling Principal.

Special Outlet means a ghost kitchen, a kiosk, a food truck, a temporary or seasonal booth, or similar installation, no matter how denominated, operated under the Hawaiian Bros Island Grill trade name and which may serve some or all of the same products and services as a Hawaiian Bros Restaurant. The term also includes a mobile dispensing unit, such as a cart or customized RV, operated under the Hawaiian Bros Island Grill trade name but does not include an automobile or van used for Catering or Delivery Service, if expressly approved.

Standards means standards, specifications, requirements and instructions for the development or operation of a Hawaiian Bros Restaurant designated by Company from time to time, including standards relating to quality, service and cleanliness.

System means the compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures that Company has developed or adopted to govern the operation of Hawaiian Bros Restaurants, the marketing of their products and services, and the methods of communication between and among Company and Hawaiian Bros Restaurant operators, all or some of which may be deleted, changed, improved or further developed by Company from time to time.

Territory means the certain geographic area relating to the location of a Hawaiian Bros Restaurant as defined and set forth in the Franchise Agreement for such Hawaiian Bros Restaurant.

Trade Dress means decorative, non-functional components of a Hawaiian Bros Restaurant that provide the establishment a distinctive, memorable appearance.

Trade Secrets means the components of the System, the contents of the Operations Manual and of all training materials and computer programs developed by Company or in accordance with its specifications, any other Confidential Information that Company imparts to Developer with respect to a Hawaiian Bros Restaurant's operation or management, whether through the Operations Manual or otherwise, and any other information that constitutes "trade secrets" under prevailing judicial interpretations.

DEVELOPMENT AGREEMENT FOR A
HAWAIIAN BROS ISLAND GRILL RESTAURANT

THIS DEVELOPMENT AGREEMENT is entered into by and among Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Company**"), _____ ("**Developer**"), and the undersigned Controlling Principals. Certain terms are used in this Agreement with the meanings assigned in the Glossary of Terms appearing at the beginning of this Agreement. The Glossary of Terms is incorporated into, and made an integral part of, this Agreement by reference.

1. RECITALS.

Company sells franchises to operate Hawaiian Bros Restaurants. Developer is a prospective franchisee whose application to become a Hawaiian Bros Island Grill franchisee has been approved by Company.

2. GRANT OF DEVELOPMENT RIGHTS; CERTAIN DEVELOPER OBLIGATIONS.

In consideration of the Franchise Fee Deposit Developer pays in accordance with Section 6, Company grants to Developer the right, and Developer undertakes the obligation, to develop and open one or more Hawaiian Bros Restaurants, as specified on **Exhibit B**, in the Development Area described in **Exhibit A**. Subject to extension or early termination as provided herein, the term of this Agreement is the period between the Effective Date and the Expiration Date, both of which are indicated on the signature page of this Agreement.

If Developer is a Business Entity, Developer must provide copies of its Charter Documents, any amendments thereto, resolutions of Developer's Board of Directors, managers, general partner or other managing body authorizing Developer to enter into and perform this Agreement, any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock, and any other documents as may be reasonably required by Company to be furnished to Company prior to the execution of this Agreement. Developer further represents, warrants and covenants that it is duly organized and validly existing under the law of the state of its formation and is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification.

Developer represents, warrants and agrees that **Exhibit C**, including all documents and information attached thereto, is complete, current and accurate. Without limiting the terms of Section 10, Developer must furnish a current version of **Exhibit C**, including all documents and information to be attached thereto, to Company within 10 days after any change and upon Company's request. Each Person Company designates, including each Person who is or becomes a Principal and has access to Trade Secrets or other Confidential Information, must sign an agreement undertaking to be bound by confidentiality, non-competition and non-solicitation covenants in the form attached as **Exhibit F**.

Developer agrees to comply with all terms of use concerning any Intranet Company may maintain or may hereafter develop.

Developer will notify Company within five days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency, or other governmental instrumentality which names Developer and/or any Controlling Principal as a party or otherwise concerns the development or operation of a Hawaiian Bros Restaurant or Developer's financial condition.

Company will require one or more of Developer's Controlling Principals, as determined by Company, to complete Company's cultural immersion training program. Developer's Controlling Principals that are required to complete such program must satisfactorily complete Company's cultural immersion training program within two months after the Effective Date and before assuming control of any Hawaiian Bros Restaurant. Company will provide such Controlling Principals with Company's cultural immersion training at a location designated by Company, without charging tuition or a training fee, provided Developer must pay all costs and expenses, including lodging, meals and transportation costs and wages and benefits for any employee, that Developer or its Controlling Principals incur in attending Company's cultural immersion training. Company will determine whether such Controlling Principals have satisfactorily completed the cultural immersion training. If any Controlling Principal required by Company to complete Company's cultural immersion training program fails to satisfactorily complete such program within two months after the Effective Date, Developer will be in material default under this Agreement.

3. HAWAIIAN BROS RESTAURANT DEVELOPMENT PROCEDURE.

(a) Promptly after the Effective Date, Company will furnish Developer with general guidelines for Developer to consider in identifying potential sites for the Hawaiian Bros Restaurant(s).

(b) Not later than the applicable Development Period End Date for each Hawaiian Bros Restaurant, Developer must complete the following steps in the sequence shown:

(i) Unless Developer or its employee has commercial real estate and development experience and Company, in its sole discretion, approves Developer or Developer's employee to select and secure a site for its Hawaiian Bros Restaurant(s), Developer must use a licensed real estate broker for site search and review, letter of intent negotiation, market research, and all other work related to its selecting and securing a site for its Hawaiian Bros Restaurant(s). In some markets, Company may have Preferred Brokers. If Company has a Preferred Broker in Developer's market, Developer must use that Preferred Broker. If Company does not have a Preferred Broker in Developer's market, Company reserves the right to approve the real estate broker Developer selects;

(ii) Developer will be solely responsible for ensuring that any available sites submitted for Company's approval are located only within the Development Area. Company will not approve a site proposed by Developer that is located outside the Development Area;

(iii) Developer will locate one or more available sites that appear suitable for a Hawaiian Bros Restaurant and submit for Company's evaluation a written site approval request and a landlord's summary of the lease terms available for each site. Developer must also give each landlord a copy of the Lease Rider, which must be included as part of any Hawaiian Bros Restaurant lease. After Developer provides to Company the required documentation, which must include the site plan, photos, letter of intent summary, and other information Company deems necessary, Company will evaluate and critique the information on each site and basic lease terms in consultation with Developer. Company may visit and inspect the sites that Developer proposes, and, provided Company may agree to conduct a site visit for Developer's first Hawaiian Bros Restaurant at Company's cost;

(iv) If and when Company is satisfied that one or more of the sites are reasonably acceptable, Company will give Developer written authorization to proceed with lease negotiations. Company's written authorization to negotiate a lease will be granted or withheld at Company's sole discretion. Company reserves the absolute right to reject any site or lease proposal Developer submits and to require that Developer obtain information on additional sites. Under no

circumstances may Developer pursue a site located inside the Territory of another Hawaiian Bros Restaurant that is either operating or under development. Company's acceptance of a proposed site will not constitute a warranty or representation as to the site's suitability or success of the Hawaiian Bros Restaurant. It simply means that Company is willing to grant a franchise at that location. Developer is solely responsible for the final decision to accept the approved site based on Developer's independent investigations;

(v) After receiving Company's written authorization to negotiate, Developer must negotiate a Hawaiian Bros Restaurant lease to Developer's satisfaction and submit an unsigned copy of the lease to Company for its verification that the terms of usage, hours of operation and other relevant information meet Company's standards and that the Lease Rider and the Hawaiian Bros Restaurant's street address are included. Unless Company approves otherwise, Developer must use a licensed and experienced real estate attorney to negotiate the Hawaiian Bros Restaurant lease. Developer acknowledges that Company will have no responsibility for evaluating or advising Developer with respect to any business or legal aspects of the lease, but that Company may withhold authorization for Developer to sign a lease that omits the Lease Rider, that contains any other terms Company does not approve, or that fails to contain any terms that Company requires for approval;

(vi) Upon acceptance of a site, Developer must promptly contact the necessary service providers (e.g. site surveyors, permit expeditors, and architectural and engineering consultants), all of whom must be licensed in the applicable state in which the Hawaiian Bros Restaurant will be located, to begin the construction documents. Company reserves the right to require Developer to use Company approved site surveyors, permit expeditors, and architectural and engineering consultants. To ensure use of the prototypical equipment design and content for the proposed Hawaiian Bros Restaurant, Company may assist the consultant in preparing the Hawaiian Bros Restaurant's preliminary (*i.e.,* schematic) equipment layout consistent with the prototypical provisions of the applicable state's architectural and engineering board of professional examiners. Developer's consultant must be approved by Company;

(vii) Developer must submit for Company approval a complete set of construction documents for the Hawaiian Bros Restaurant, including mechanical, electrical, and plumbing specifications. Developer's consultant must develop the documents in accordance with the standards and information Company provides. The documents will be subject to Company's review and approval. Company reserves the right to require payment of a reasonable fee for our review of the construction documents. Developer agrees to defer signing contracts for the Hawaiian Bros Restaurant's construction, equipment, fixtures, or signage until Developer has received Company's written approval of Developer's final construction documents and Developer has executed a Franchise Agreement for the Hawaiian Bros Restaurant;

(viii) When Company is satisfied with the Hawaiian Bros Restaurant's lease, Company will give Developer written authorization to sign it. Once Company receives a copy of the fully executed lease with all exhibits, attachments and addenda, Company will furnish Developer a ready-for-signature copy of the Franchise Agreement for the Hawaiian Bros Restaurant. Subject to Section 3(c) below, the Franchise Agreement will be substantially the same as the Franchise Agreement attached to Developer's Franchise Disclosure Document, with all blanks filled in; and

(ix) Developer must sign the Franchise Agreement immediately after the necessary federally mandated, and any applicable state mandated, waiting period(s), if applicable, has passed and return the executed Franchise Agreement to Company.

(c) If Company has granted Developer the right to develop more than one Hawaiian Bros Restaurant under this Agreement and at the time Company is to furnish Developer a Franchise Agreement for its second or subsequent Hawaiian Bros Restaurant to be developed hereunder Company's then current form of Franchise Disclosure Document bears a more recent date than the most recent Franchise Disclosure Document received by Developer, Company will furnish the current Franchise Disclosure Document to Developer, and Developer will execute the then current form of Franchise Agreement.

4. AREA DEVELOPMENT RIGHTS.

This Section 4 applies if Company has granted Developer the right to develop more than one Hawaiian Bros Restaurant under this Agreement.

(a) In consideration of the Franchise Fee Deposit Developer pays in accordance with Section 6, Company grants to Developer the right (and Developer undertakes the obligation) to develop the number of Hawaiian Bros Restaurants indicated in **Exhibit B** in the Development Area.

(b) In order to retain the right to develop Hawaiian Bros Restaurants, Developer must:

(i) comply with the requirements of Sections 2 and 3;

(ii) develop and open Hawaiian Bros Restaurants in compliance with the development schedule indicated on **Exhibit B**; and

(iii) as of each Development Period End Date, be operating in the Development Area the cumulative total number of Hawaiian Bros Restaurants indicated in the "Required # of Operating Hawaiian Bros Restaurants" column of **Exhibit B**.

(c) Subject to earlier termination in accordance with Section 9 and to renewal under Section 9, Developer's development rights will continue from the Effective Date until the Expiration Date.

(d) If Developer defaults under this Agreement in the manner described in Section 9, Company may exercise the rights granted in Section 9.

After this Agreement expires or terminates, Developer's right to develop Hawaiian Bros Restaurants in the Development Area ends. Company then may grant to others development rights and Hawaiian Bros Restaurant franchises in Developer's former Development Area and may open its own Hawaiian Bros Restaurants there even if Developer has completed its development obligations on time and in strict compliance with this Agreement. However, expiration or termination of Developer's development rights does not affect the terms of any Franchise Agreement.

5. FORCE MAJEURE.

(a) If the opening of a Hawaiian Bros Restaurant is delayed beyond the relevant Development Period End Date on account of a natural disaster, fire or other casualty, labor dispute, materials shortage, or similar event over which Developer lacks control (such "force majeure" events do not under any circumstances include Developer's financing delays or difficulties), the Development Period End Date will be extended for the time determined by Company to be reasonably necessary to remedy the event's effects. The extension provided in this Section 5(a) will be available only if Developer gives Company prompt written notice of the event's occurrence and an estimate of the time required to remedy its effects.

(b) An extension under Section 5(a) will apply only to the Hawaiian Bros Restaurant whose development is interrupted; an extension will not delay the Development Period End Date of any other Hawaiian Bros Restaurant.

6. FRANCHISE FEE DEPOSIT.

When Developer signs this Agreement, Developer must pay Company the Franchise Fee Deposit designated on **Exhibit B** for each Hawaiian Bros Restaurant for the development rights granted in Section 2 and, if applicable, Section 4. The Franchise Fee Deposit is fully earned by Company in consideration of the development rights granted in this Agreement and is not refundable. However, upon Developer's timely opening of a Hawaiian Bros Restaurant, Company will give a credit against the franchise fee due under the Franchise Agreement for such Hawaiian Bros Restaurant in an amount equal to the Franchise Fee Deposit set forth on **Exhibit B** with respect to such Hawaiian Bros Restaurant. If Developer fails to timely open a Hawaiian Bros Restaurant, Developer forfeits all rights to receive the aforementioned credit with respect to such Hawaiian Bros Restaurant. The franchise fee for each of the Hawaiian Bros Restaurants to be developed under this Agreement (less any credit applied pursuant to this Section 6) shall be paid by certified check, wire transfer or electronic funds transfer upon signing a Franchise Agreement for that Hawaiian Bros Restaurant.

7. COMPETITIVE PROTECTION; TERRITORIAL SCOPE OF DEVELOPMENT RIGHTS.

(a) Except to the extent indicated in Sections 7(b)-7(d), until this Agreement expires or terminates, Company will not open or grant a franchise for a Hawaiian Bros Restaurant, or enter into another development agreement relating to a Hawaiian Bros Restaurant to be located, in the Development Area.

(b) The protected rights provided to Developer in Section 7(a) will not apply to, and Developer will have no competitive protection from, Special Outlets that Company or another franchisee or licensee (with Company's authorization) develops and/or operates, either permanently, temporarily or seasonally, in or outside of the Development Area. This Agreement does not apply to the development of Special Outlets and does not authorize or permit Developer to develop Special Outlets.

(c) The protected rights provided to Developer in Section 7(a) will not to any extent prohibit or restrict Company or its Affiliates from engaging in the distribution of its proprietary or branded products and other merchandise to or through commercial establishments that are not affiliated with Company or associated with the Marks or System, including (for example) department stores, supermarkets and convenience stores. Company or its Affiliates may exercise such distribution rights, both inside and outside the Development Area, without being deemed to have infringed Developer's competitive protection rights.

(d) The protected rights provided to Developer in Section 7(a) will not to any extent prohibit or restrict Company and its Affiliates from engaging in any and all of the activities, whether or not competitive, in which they are permitted to engage under the Franchise Agreement attached to Developer's Franchise Disclosure Document in effect as of the date of this Agreement.

8. RENEWAL.

(a) If Section 4 applies, Developer will have a conditional right to renew the right to develop Hawaiian Bros Restaurants in the Development Area in accordance with the terms of this Section 8.

(b) Renewal will be permitted only if all of the following conditions are satisfied:

(i) Developer opens the full number of Hawaiian Bros Restaurants indicated in **Exhibit B** in compliance with Section 3 and the Development Schedule indicated in **Exhibit B** (considering any deadline extensions that Developer obtains in compliance with Section 5(a));

(ii) Developer does not cause or permit an Event of Default to occur under Section 9, whether or not Company exercises its right to terminate Developer's exclusive rights under this Agreement on account of the Event of Default;

(iii) All of Developer's Hawaiian Bros Restaurants are being operated in substantial compliance with Company's Standards, and Developer is not delinquent in paying royalty or other monetary obligations to Company or its Affiliates or in submitting required financial reports to Company; and

(iv) Based on its review of the financial and additional information that Developer submits in accordance with Section 8(c)(i), Company determines that Developer is financially capable of completing the development of the additional Hawaiian Bros Restaurants that Developer proposes to develop.

(c) To secure a renewal of the development rights, Developer must comply with the following procedures:

(i) No later than 60 days before the earlier of the last Development Period End Date listed in **Exhibit B** or the date on which the last Hawaiian Bros Restaurant to be opened under the Development Schedule is scheduled to be opened (as set forth in the Franchise Agreement for such restaurant), Developer must notify Company of Developer's desire to continue developing Hawaiian Bros Restaurants in the Development Area and submit to Company a new application, current financial information for Developer and its Controlling Principals, copies of any outstanding lawsuits, proof of payment of all taxes, copies of Developer's latest tax returns, and Developer's latest quarterly unaudited financial statements. Developer's notice must specify the number of additional Hawaiian Bros Restaurants Developer proposes to develop in the Development Area.

(ii) Company will evaluate the application Developer submits as well as Developer's financial information and development proposal no later than 30 days before the renewal date. If Company determines that Developer qualifies to develop additional Hawaiian Bros Restaurants, it will furnish Developer a new Development Agreement on the form Company is then using. The exhibits to that agreement will reflect the Development Area boundaries, number of Hawaiian Bros Restaurants and development schedule that Company is willing to accept, which may differ from Developer's proposal.

(iii) No earlier than 15 calendar days, but no later than 20 calendar days, after Company furnishes the new Development Agreement to Developer, Developer must sign and return it to Company, together with the fees specified in that agreement and a general release, in form and substance satisfactory to Company, of any and all claims by Developer and its Affiliates against Company and its Affiliates, and all of Company's and its Affiliates' respective owners, officers, directors, and agents, arising out of or relating to this Agreement, any Franchise Agreement for an existing Hawaiian Bros Restaurant, and all aspects of the parties' business relationships (this requirement also applies to each Controlling Principal).

9. DEFAULT AND TERMINATION.

If any of the following events or conditions occurs (each, an "**Event of Default**"), Developer will be in default under this Agreement:

(a) Developer fails to sign an approved lease for any Hawaiian Bros Restaurant in compliance with Section 3 on or before the date which is 180 days before the applicable Development Period End Date (considering any extension of that date that Developer obtains under Section 5(a));

(b) Developer signs a lease without express written authorization from Company or otherwise proceeds with a Hawaiian Bros Restaurant's development before signing a Franchise Agreement for the Restaurant;

(c) Developer fails to open any Hawaiian Bros Restaurant in compliance with Section 3 on or before the applicable Development Period End Date (considering any extension of that date that Developer obtains under Sections 5(a));

(d) Without Company's express prior written permission, Developer fails to have open and operating in the Development Area the cumulative total number of Hawaiian Bros Restaurants indicated in the "Required # of Operating Hawaiian Bros Restaurants" column of **Exhibit B** as of the Development Period End Date of the applicable Development Period (considering any extension of the Development Period End Date for a particular Hawaiian Bros Restaurant that Developer obtains under Sections 5(a));

(e) Developer allows an Event of Default (as defined in the applicable Franchise Agreement) to occur under any Franchise Agreement, (i) that is not cured by the end of the related remedial period provided in the Franchise Agreement or (ii) that is not curable under the Franchise Agreement;

(f) An attempted transfer or transfer of an Interest without Company's consent in contravention of Section 10;

(g) Developer files a petition in bankruptcy, is adjudicated bankrupt, or a petition in bankruptcy is filed against Developer and is either consented to by Developer or not dismissed within 30 days; or Developer becomes insolvent or makes an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver or other custodian for Developer's business assets is filed and is either consented to by Developer or not dismissed within 30 days; or a receiver or other custodian is appointed for Developer's business or business assets; or if Developer's real or personal property is sold at levy;

(h) Violation of any confidentiality, non-competition or non-solicitation obligations by Developer, or by any Principal to which such obligations apply during the time such Principal owns an Ownership Interest in Developer;

(i) Developer enters negotiations to lease or obtains an option to lease a site for a Hawaiian Bros Restaurant located outside the Development Area, except pursuant to another effective development agreement between Company and Developer;

(j) Developer makes any material misrepresentation or omission in Developer's franchise application or other reports or information provided to Company;

(k) Developer or any Principal is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude, or any other crime or offense that Company determines is injurious to either the System or the goodwill enjoyed by the Marks;

(l) Developer fails to use a licensed real estate broker or, if applicable, Company's Preferred Broker; or

(m) Developer breaches any other obligation under this Agreement and fails to cure such breach within 15 days after Company provides Developer written notice of such default.

If an Event of Default occurs, Company may, at its option and sole discretion, (i) eliminate all protected aspects of Developer's right to develop Hawaiian Bros Restaurants in the Development Area (in which case Company may engage and allow other franchisees or licensees to engage in such activities), (ii) decrease the number of Hawaiian Bros Restaurants to be developed according to the development schedule, (iii) reduce the size of the Development Area, and/or (iv) terminate all of Developer's rights under this Development Agreement, in all cases by giving Developer written notice of Company's election. Company's failure to take prompt action with respect to a particular Event of Default will not constitute a waiver of that or any subsequent Event of Default.

10. TRANSFERS.

(a) Limitations and Conditions on Developer Transfers. Company entered into this Agreement based on the qualifications of Developer and the Principals. Any direct or indirect transfer of an Interest requires Company's prior written consent, which will not be unreasonably withheld. As used in this Section 10, "**transfer**" includes any sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, pledge, hypothecation, inter-vivos transfer or testamentary disposition, in each case, whether voluntary or involuntary. Without limiting Company's right to consent or withhold consent to a proposed transfer, whether to an individual or any Business Entity, Company's consent to any transfer will be conditioned on the following: (1) a proposed transferee must meet Company's then-current criteria for new franchisees entering the System, (2) Developer must satisfy all of its outstanding obligations to Company or its Affiliates, (3) the transferee (or Developer, if an Ownership Interest is transferred) must execute Company's then-current form of Development Agreement and other collateral agreements Company may then require, (4) Developer and each Principal must give Company an unconditional, general release, in form and substance satisfactory to Company, of all claims they may have against Company and its Affiliates and their respective owners, directors, officers, and agents, and (5) Developer must have complied with any other conditions that Company reasonably requires from time to time as part of its transfer policies.

(b) Transfer Fee. Subject to Section 10(e), Developer must pay to Company a transfer fee in the amount of $10,000. The transfer fee is nonrefundable and, at Company's option, may be required to be paid to Company at the time Developer submits its request for Company's approval of the applicable transfer. Developer acknowledges that any transfer fee paid under this Agreement does not limit Company's right to charge a separate transfer fee under any other agreement between Company and Developer.

(c) Involuntary Transfers. In the event of Developer's insolvency or the filing of any petition by or against Developer under any provisions of any bankruptcy or insolvency law, if its legal representative, successor, receiver or trustee desires to succeed to its interest in this Agreement, such Person first must notify Company, tender the Offer Notice provided for in Section 10(f), and if Company does not exercise such right, must satisfy the transfer conditions described in Section 10(a). In addition, Developer or the proposed transferee must pay the attorneys' fees and costs that Company incurs in any bankruptcy or insolvency proceeding pertaining to Developer.

(d) Waiver of Interference Claims. Developer acknowledges that Company has legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with Developer. Developer also acknowledges that Company's contact with potential transferees for the purpose of protecting its business interests will not constitute improper or unlawful conduct. Developer expressly authorizes Company to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, to communicate candidly with the transferee regarding the nature of Developer's business operations, and to withhold consent to economically questionable transactions. Developer waives any claim that action Company takes in relation to a proposed transfer to protect its business interests constitutes tortious interference with contractual or business relationships.

(e) Special Transfers. If Developer is an individual or partnership who at any time advises Company that Developer wants to assign this Agreement to a Business Entity in which Developer will own all of the Ownership Interests, Company will consent to the assignment and waive payment of a transfer fee upon its receipt of such documentation and information concerning the Business Entity and its Principals as Company may reasonably request. The required documentation will include, without limitation, (i) a certified list of the company's stockholders or beneficial owners (designating the amount and percentage of Ownership Interests each Principal owns), and (ii) an express assumption by the company of Developer's obligations under this Agreement. Developer must reimburse Company for any legal expenses incurred by Company in connection with review or preparation of any documentation with respect to any such transfer.

(f) Option to Purchase. If at any time (a) a Principal(s) (or his or her estate or representative) desires to dispose of direct or indirect Ownership Interests of such Principal(s) in Developer in one transaction or a series of related transactions, or (b) Developer desires to dispose of Asset Interests, the Principal or Developer, as the case may be, will do as follows:

(i) Principal or Developer, as applicable, will give Company written notice of that desire 30 days before announcing that fact publicly or engaging the services of a broker or sales agent.

(ii) If at any time any of the Principals or Developer, as applicable, obtains an Offer, the Principal or Developer, as applicable, will give written notice to Company that an Offer has been made (an "**Offer Notice**"), identifying the prospective purchaser by name and address, specifying the proposed purchase price and attaching a true and complete copy of the Offer. At Company's option, delivery of such notice may not be deemed received until Principal or Developer has delivered to Company an Asset Purchase Agreement or other similar agreement, signed by Developer or Principals, as applicable, and the proposed transferee, documenting in full the terms of the proposed sale.

(iii) Company will have the option (the "**Option**") to purchase the Interests at the price and on the conditions set forth in the Offer, except that Company will not be obligated to pay any finder's or broker's fee, and if the Offer provides for payment of consideration other than cash, or if the Offer involves certain intangible benefits, Company may elect to purchase the Interests by offering a reasonable cash substitute for the non-cash part of the Offer, including securities of Company. However, if such Option is in connection with a purchase of partial Interests, then Company may exercise this Option only if the proposed transferee is not a current Principal(s) or family member of a current Principal(s). Notwithstanding the foregoing, if Company exercises the Option, Company (i) will be entitled to receive representations and warranties from Developer and the Principals, jointly and severally, that are customarily received by similar purchasers, (ii) will be permitted to not close if it is not satisfied with the results of its business, legal and financial due diligence, and (iii) will not be required to purchase any assets unrelated to the development or

operation of a Hawaiian Bros Restaurant, in which case the purchase price will be reduced by the fair market value of such assets, as reasonably determined by Company.

(iv) The Option will be exercisable by Company delivering to the Principals or Developer, as applicable, within 45 days after receipt of the Offer Notice and all information regarding the proposed transferee requested by Company in connection with its transfer approval process (the "**Option Period**"), a notice (i) stating that the Option is being exercised, and (ii) specifying the time, date and place at which such purchase and sale will take place, which date will be within 90 days after Company delivers such notice. Notwithstanding the foregoing, the time for the purchase and sale may be delayed by Company if such delay is required to obtain any licenses, permits or other approvals from any governmental authority, whether foreign, federal, state, provincial, municipal, local or other, to develop the Hawaiian Bros Restaurants in accordance with this Agreement, and/or to consummate the sale to Company if Company is diligently pursuing such license, permit or other approval.

(v) If the Option is not exercised, the Principal or Developer, as applicable, may sell the Interests to the Person that made the Offer, on conditions no more favorable to the third-party offeror than those set forth in the Offer, provided that Company approves the proposed transferee in accordance with this Section 10 and provided further that such sale takes place within 90 days after the expiration of the Option Period. The 90-day limitation described in the preceding sentence will not apply if at the end of the 90-day period the only issue that prevents completion of the purchase and sale is the need to effect transfers of any applicable licenses and such licenses are being diligently pursued. In the event of such a delay, the purchase and sale will take place within seven days after those licenses have been transferred.

(vi) If the Option is not exercised, the Principal or Developer, as applicable, will immediately notify Company in writing of any change in the terms of an Offer. For purposes of clarification, a change in the direct or indirect Ownership Interests of the proposed transferee will be deemed a change in the terms of an Offer. Any material change in the terms of an Offer will cause it to be deemed a new Offer, conferring upon Company a new Option pursuant to this Section. The Option Period with respect to the new Option will be deemed to commence on the day that Company receives written notice of a material change in the terms of the original Offer. Company will determine whether a change in an Offer is material in its sole discretion.

(g) Transfer Upon Death or Disability. Within 12 months from the death or six months after notice of permanent disability of Developer (if an individual) or any Principal, notwithstanding any agreement to the contrary, the legal representative of the deceased or disabled individual must propose to Company in writing to transfer the Ownership Interest of such individual to one or more transferees. Any such transfer must occur within 12 months from such individual's death or six months after notice of permanent disability, and is subject to Company's prior written consent in accordance with this Section 10, which will not be unreasonably withheld. Failure to complete an approved transfer of this Agreement or the affected Ownership Interest, as applicable, within the applicable time period will be a material breach of this Agreement.

11. NOTICES.

All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and may be given by any of the following methods: (a) personally delivered, (b) sent by certified mail with return-receipt requested, (c) sent by facsimile, (d) sent by email, or (e) sent by other means which affords the sender evidence of delivery, attempted delivery, or rejected delivery, to the respective parties at the street addresses set forth below or evidence of delivery at

the facsimile numbers or email addresses set forth below, unless and until a different street address, fax number or email address is designated by notice to the other parties. All such notices, requests, demands, waivers and communications by means which affords the sender evidence of delivery, attempted delivery, or rejected delivery will be deemed to have been given and received at the date and time of receipt, attempted delivery, or rejected delivery; provided, however, any notice by fax or email must have evidence of delivery. A "read-receipt" received for an email delivery and a fax confirmation page from the sender's fax machine will be deemed evidence of delivery for notices sent by email or fax, as applicable.

If to Company, to:	Hawaiian Bros Franchising, LLC 720 Main Street Kansas City, MO 64105 Attention: President
If to Developer, to:	The address set forth on the signature page.

A party may at any time change the address to which notices are to be sent, or other contact information, by giving the other at least 10 days' prior notice in accordance with this Section.

12. RESTRICTIVE COVENANTS.

(a) In consideration of Company's providing operations and training to Developer and disclosing to Developer the System and other Trade Secrets, Developer and its Controlling Principals agree to the following non-competition and non-solicitation covenants:

(i) During the term of this Agreement, Developer and each Controlling Principal, for so long as such Controlling Principal has an Ownership Interest in Developer (the "**In-Term Restricted Period**"), will not own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as guarantor for, or perform services in any capacity for, any Competitive Business (as defined below) that is located, operates, advertises or provides services in the United States or in any other country where a Hawaiian Bros Restaurant is located.

(ii) Developer, for two years following the termination or expiration of this Agreement, or Controlling Principal, for two years following the termination of all of his (A) Ownership Interests in Developer; or (B) the termination or expiration of this Agreement, whichever is first (as applicable, the "**Post-Term Restricted Period**"), may not own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in any of the following:

1. In the Development Area; or

2. Within 20 miles of any outer boundary of the Development Area; or

3. Within the area comprised of a 20 mile radius of any Hawaiian Bros Restaurant then existing or under development, whether franchised or owned by Company or any of its Affiliates or licensees; or

4. Within 20 miles of any outer boundary of any territory for which Company has granted development rights for the development of one or more Hawaiian Bros Restaurants.

(iii) In addition, during the In-Term Restricted Period and the applicable Post-Term Restricted Period, neither Developer nor any Controlling Principal will, without Company's prior written consent, directly or indirectly, for itself, himself or herself, as applicable, or on behalf of any other Person, solicit, serve, cater to, divert or attempt to divert to a Competitive Business, any business or customer of any Hawaiian Bros Restaurant, by direct or indirect inducement or otherwise.

For purposes of calculating the duration of the two-year period, any time during which Developer or any Controlling Principal is in violation or breach of the covenant will be excluded. "**Competitive Business**" means any island-inspired or Hawaiian-themed restaurant or restaurant that advertises and serves island-inspired or Hawaiian cuisine.

(b) In order to give effect to Developer's and its Controlling Principals' obligations in this Section 12, Developer acknowledges and agrees that neither it nor any of its Controlling Principals will seek to violate this Section 12 directly or through any other person (for example, a direct relative or Affiliate) with whom Developer or the Controlling Principals are acting in concert or participating in connection with the prohibited activities. Developer and its Controlling Principals will be deemed to be in violation of the restrictions contained in this Section 12 if an Affiliate or direct relative such as a spouse, sibling, parent, child, or in-law is engaging in the activities described by this Section.

(c) Developer and its Controlling Principals acknowledge that their covenant not to compete is reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Company's other Trade Secrets.

(d) Developer and its Controlling Principals acknowledge and confirm that they possess the education, training and experience necessary to earn a reasonable livelihood apart from operating or serving a Competitive Business.

(e) Neither Developer nor any Principal shall at any time (i) appropriate or use the Trade Secrets, or any portion thereof, in any other business which is not within the Hawaiian Bros Island Grill franchise system, (ii) disclose or reveal any Trade Secret to any person other than to Developer's employees as may be necessary incident of their training, or (iii) communicate, divulge or use for the benefit of any other Person any Confidential Information, knowledge or know-how concerning the methods of development or operation of a Hawaiian Bros Restaurant.

13. STATUS OF PARTIES.

This Agreement is not intended to create, and will not be interpreted or construed as creating, a franchise, partnership, joint venture, agency, employment, personal services or similar relationship between Company and Developer. No representation to the contrary is binding upon Company. In addition, Developer's employees are under Developer's control. Company is not the employer or joint employer of Developer's employees. Company will not exercise direct or indirect control over the working conditions of Developer's personnel. Company does not share or codetermine the terms and conditions of employment of Developer's employees or affect matters relating to the employment relationship between Developer and its employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Developer has sole responsibility and authority for these terms and conditions of employment. Developer must communicate clearly with its employees in all dealings, including its employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials, that Developer (and only Developer) is their employer and that Company, as the franchisor of Hawaiian Bros Restaurants,

is not their employer and does not engage in any employer- type activities (including those described above) for which only developers are responsible.

14. GOVERNING LAW; VENUE.

(a) The parties' rights and obligations under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the State of Missouri (excluding any conflict of laws principles). To the extent the law of any other state may be held to be applicable to this Agreement or the relationship of the parties to this Agreement, Developer hereby waives any rights under such laws except to the extent any provisions of such law are non-waivable.

(b) Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties (each, a "**Dispute**") must be brought in the state or federal district court located in the county in which Company's headquarters is located; provided, that excluding Disputes relating to Developer's payment obligations to Company, no party to this Agreement may commence litigation proceedings with respect to a Dispute more than one year after the underlying cause of action accrues. Both parties hereto irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Section will survive the termination of this Agreement. Developer is aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agrees to be bound in the manner set forth in this Section.

15. MISCELLANEOUS.

(a) Headings and Captions. The headings and captions identifying the various sections and subsections of this Agreement are for reference and convenience only and do not define, modify, expand, or limit the provisions herein or otherwise affect the interpretation of this Agreement.

(b) Partial Invalidity. The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

(c) Binding Effect. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by an authorized officer of Company and Developer. No waiver by Company of any breach by Developer, nor any delay or failure by Company to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Company's rights with respect to that or any other or subsequent breach. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual or System, which Company may modify unilaterally.

(d) Time is of Essence. Time is of the essence of this Agreement; Developer's compliance with the deadlines stated in this Agreement is essential.

(e) Costs and Attorneys' Fees. If Company incurs costs and expenses (internal or external) to enforce its rights or Developer's obligations under this Agreement because Developer has failed to comply with this Agreement, Developer agrees to reimburse Company for all costs and expenses Company incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Developer's obligation to reimburse Company arises whether or not Company begins a formal legal proceeding against Developer to enforce this Agreement. If Company does begin a formal legal proceeding against Developer to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Company incurs

preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(f) Waiver of Exemplary Damages, Class Action and Jury Trial. DEVELOPER AND THE CONTROLLING PRINCIPALS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AND WILL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES SUSTAINED IN THE EVENT OF ANY DISPUTE BETWEEN DEVELOPER OR A CONTROLLING PRINCIPAL AND COMPANY. DEVELOPER WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO ASSERT ANY CLAIM AGAINST COMPANY ON BEHALF OF, OR AS A MEMBER OF, A CLASS. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, IN ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. ALL LITIGATED DISPUTES WILL BE TRIED TO THE COURT SITTING WITHOUT A JURY.

(g) Company's Discretion. Developer and Controlling Principals acknowledge and agree that this Agreement (and the relationship of the parties contemplated by this Agreement) grants Company the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Developer's explicit rights and obligations hereunder that may affect favorably or adversely Developer's interests and that any such discretion will be exercised by Company in its sole discretion based on Company's assessment of its interests and the System. If Company takes any action or chooses not to take any action in Company's discretion with regard to any matter related to this Agreement and Company's action or inaction is challenged for any reason, the parties expressly direct the trier of fact that Company's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of Company's discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

(h) Fixed Fee Adjustment. At Company's option, Company may adjust any fixed fee set forth in this Agreement by a percentage that is equal to the change in percentage of the Consumer Price Index selected by Company ("CPI"), from the CPI in effect for the month and year in which the Effective Date occurs to the date of determination of the first adjustment made by Company hereunder and, thereafter, from the first day of the month immediately preceding the most recent adjustment to the date on which the adjustment is determined.

(i) Indemnification. Developer must defend (at Company's request and with counsel approved by Company), indemnify, and hold harmless the Indemnified Parties from and against all Losses arising out of or in any way related to (1) any of Developer's Hawaiian Bros Restaurants operations, (2) any actual or alleged act or omission by Developer or any of its Principals, directors, managers, officers, agents, contractors, servants, employees or licensees (including the performance by Developer or Principal of any act required by, or performed pursuant to, any provision of this Agreement) or (3) Developer's breach of this Agreement.

(i) It is the intention of the parties that Company shall not be deemed a joint employer with Developer for any reason; however, if Company incurs any Loss as a result of any actions or omissions of Developer or its employees, including any that relate to any party making a finding of any joint employer status, Developer will fully indemnify Company for any such Loss.

(ii) Developer has no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued

by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions.

(iii) THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE, DOCTRINE RELATING TO INDEMNIFICATION FOR STRICT LIABILITY OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY.

(iv) Developer's obligations in this Section 15(i) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

16. DEVELOPER'S ACKNOWLEDGMENTS.

(a) Developer acknowledges and agrees that this Agreement, together with any duly signed amendment or addendum attached to this Agreement, contains the entire agreement between the parties with respect to Developer's rights to develop and acquire franchises for Hawaiian Bros Restaurants in the Development Area, and that this Agreement supersedes any prior or contemporaneous agreements between the parties, written or oral, with respect to those development and franchise acquisition rights. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same instrument. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

(b) Developer confirms and acknowledges that, except as provided in Company's Franchise Disclosure Document and this Agreement, no written or oral agreements, promises, commitments, undertakings or understandings concerning Developer's development or franchise acquisition rights were made to or with Developer that are not expressly stated in this Agreement or any duly signed amendment or addendum and that no written or oral representations were made by Company to Developer concerning Developer's development or franchise acquisition rights. However, nothing in this Agreement or any related agreement is intended to disclaim Company's representations in its Franchise Disclosure Document.

(c) Developer acknowledges (i) that this Agreement is not a franchise agreement and that it provides Developer neither a license to use the Hawaiian Bros Island Grill trade name or service mark nor any right to operate a Hawaiian Bros Restaurant, (ii) that Developer's rights under this Agreement are solely contractual and that no property rights are granted in or with respect to the Development Area, and (iii) that until a Franchise Agreement for a particular Hawaiian Bros Restaurant location is issued in accordance with this Agreement, Developer will not have or be entitled to exercise any of the rights or privileges of a Hawaiian Bros Island Grill franchisee at or with respect to that location.

(d) Developer acknowledges that all amounts payable under Section 6 represent fees that are fully earned upon execution of this Agreement, and that none of those fees are refundable in whole or in part under any circumstances.

(e) Developer acknowledges and agrees that, by evaluating and accepting a particular Hawaiian Bros Restaurant location, providing any other site selection assistance to Developer, or

authorizing Developer to negotiate or sign a Hawaiian Bros Restaurant lease, Company does not guarantee the suitability of any site for the operation of a Hawaiian Bros Restaurant or warrant that Developer can profitably operate a Hawaiian Bros Restaurant at any location that Company accepts. Company disclaims (and Developer recognizes and accepts Company's disclaimer of) any warranties, express or implied, with respect to the suitability or profit potential of any site Developer selects for a Hawaiian Bros Restaurant.

(f) DEVELOPER ACKNOWLEDGES AND AFFIRMS THAT NEITHER DEVELOPER NOR ANY OF ITS PRINCIPALS HAVE MADE ANY UNTRUE STATEMENT OF ANY MATERIAL FACT OR OMITTED TO STATE ANY MATERIAL FACT IN ITS APPLICATION OR ANY OTHER WRITTEN INFORMATION IN OBTAINING THE RIGHTS GRANTED HEREUNDER. NEITHER DEVELOPER NOR ANY OF ITS PRINCIPALS HAS ANY DIRECT OR INDIRECT LEGAL OR BENEFICIAL INTEREST IN ANY BUSINESS THAT MAY BE DEEMED A COMPETITIVE BUSINESS, EXCEPT AS OTHERWISE COMPLETELY AND ACCURATELY DISCLOSED IN DEVELOPER'S APPLICATION. THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT WILL NOT VIOLATE ANY OTHER AGREEMENT TO WHICH DEVELOPER OR ANY OF ITS PRINCIPALS MAY BE BOUND. DEVELOPER RECOGNIZES THAT COMPANY HAS EXECUTED THIS AGREEMENT IN RELIANCE ON ALL OF THE STATEMENTS DEVELOPER AND ITS PRINCIPALS HAVE MADE IN THE APPLICATION AND ANY OTHER WRITTEN INFORMATION.

[Signature Page Follows]

COMPANY

Hawaiian Bros Franchising, LLC

By:_____

Name: _____

Title: _____

Date: _____*

DEVELOPER

(Individual developers must complete the following)

_____

Signature, if an individual

_____

Developer's name, printed

Date: _____

(Business Entity developers must complete the following)

By: _____

Name: _____

Title: _____

Date: _____

_____

Signature – Controlling Principal

_____

Print Name – Controlling Principal

[Insert additional signature blocks for each Controlling Principal, as applicable.]

*Considered the Effective Date of this Agreement for all purposes

The Expiration Date is _____

Developer's Address for Notices is: _____

_____

_____

_____

EXHIBIT A

DESCRIPTION OF DEVELOPMENT AREA

The Development Area is the geographic area described as follows and which may be more specifically shown on a map attached to this Exhibit A, if available. However, if there is any inconsistency between the narrative description below and an attached map, the narrative description controls.

_____

_____

_____

All street boundaries will be deemed to end at the street center line unless otherwise specified above.

Despite the description above, the Development Area will in all cases be deemed to exclude any and all Non-Traditional Venues physically located within the Development Area, meaning that all such Non-Traditional Venues will not be deemed to be a part of the definition of the Development Area, Developer may not operate at such Non-Traditional Venues, and there are no restrictions whatsoever on Company's activities in or at those Non-Traditional Venues, including, but not limited to, its right to operate and grant others the right to engage in foodservice operations under the Marks at such Non-Traditional Venues.

COMPANY	**DEVELOPER**
Hawaiian Bros Franchising, LLC By: _____ Name: Title: Date: _____	(Individual developers must complete the following) _____ Signature, if an individual _____ Developer's name, printed Date: _____ (Business Entity developers must complete the following) By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT B

DEVELOPMENT SCHEDULE

Development Period	Development Period End Date	Required # of Operating Hawaiian Bros Restaurants	FRANCHISE FEE DEPOSIT
			[Insert an amount equal to 100% of the Franchise Fee for the first Restaurant and 50% of the Franchise Fee for each subsequent Restaurant in the Schedule.]

COMPANY	**DEVELOPER**
Hawaiian Bros Franchising, LLC By: _____ Name: Title: Date: _____	(Individual developers must complete the following) _____ Signature, if an individual _____ Developer's name, printed Date: _____ (Business Entity developers must complete the following) By: _____ Name: _____ Title: _____ Date: _____

EXHIBIT C

BUSINESS ENTITY INFORMATION FORM

This form must be completed if this Development Agreement has more than one person identified as Developer or if Developer is a Business Entity (a corporation, partnership, limited liability company, or a similar entity). Developer must update this form whenever there is any change in the information provided herein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement.

1. **Business Entity**. The name of Developer is _____, and it was formed as a [INSERT STATE OF ORGANIZATION] [INSERT TYPE OF ENTITY] on [INSERT DATE]. Developer has not conducted business in any name other than Developer's business entity name and [INSERT OTHER BUSINESS NAMES OF DEVELOPER OR N/A, AS APPLICABLE].

2. **Business Entity Owners**.

(a) The following list includes the full name and mailing address of each Person who is an owner of Developer (stockholders, partners, members, holders of other equity interests in Developer or of interests convertible into equity interests in Developer) and the type and amount of each such owner's Ownership Interest in Developer (add lines as necessary):

Name and Address	Type of Interest	Ownership %

(b) If Developer is a Business Entity and owned in whole or in part by one or more Business Entities, the following list includes the full name and mailing address of each Person who is an owner (stockholders, partners, members, holders of other equity interests or of interests convertible into equity interests) in the Business Entity(ies) that has (have) an Ownership Interest in Developer, and the type and amount of such owner's Ownership Interest in such Business Entity(ies) (add lines as necessary):

Name and Address	Type of Interest	Ownership %

3. **Controlling Principal(s)**. Following is the name, position/title and Ownership Interest of each Controlling Principal:

Name and Address	Type of Interest	Ownership %

4. **Governing Body**. Following is a description of the governing body having the power and authority to manage and direct the day-to-day operations of Developer (e.g. Developer's Board of Directors or Managers, the Board of Directors or Managers of Developer's parent entity or general partner, etc.), and a list of the names and addresses of all of the members of such governing body:

GOVERNING BODY: _____

NAMES & ADDRESSES OF MEMBERS OF GOVERNING BODY (attach additional pages if necessary)

_____

_____

_____

5. **Representation**. Developer represents and warrants that the information provided in this form (and in any subsequent update thereto) is true, accurate, and complete, and that Company may consider this statement as continuing to be true, accurate, and correct until a written notice of change in the information set forth herein is given to Company. At Company's request, Developer agrees to prepare and sign a new form containing the correct information.

6. **Governing Documents**. Developer must attach true, accurate, and complete copies of its Charter Documents, including its articles of incorporation or organization and partnership, shareholder, or member agreements.

7. **Effective Date**: This Business Entity Information Form is effective as of this _____ day of _____, 20_____.

DEVELOPER

(Individual developers must complete the following)

_____

Signature, if an individual – Owner 1

Print Name: _____

Date: _____

_____

Signature, if an individual – Owner 2

Print Name: _____

Date: _____

(Business Entity developers must complete the following)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D

LEASE RIDER

This Lease Rider ("**Rider**") is entered into this _____ day of _____, 20_____, by and between _____ ("**Tenant**") and _____ ("**Landlord**") and supplements and forms a part of the lease agreement (the "**Lease**") between Landlord and Tenant for the premises located at _____ (the "**Premises**"). In the event of a conflict between the provisions of the Lease and the provisions of this Rider, the provisions of this Rider will control.

1. Landlord and Tenant acknowledge and agree that this Rider is entered into in connection with, and as a condition to, the grant of a franchise by Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Franchisor**"), to Tenant in accordance with the terms of a franchise agreement (the "**Franchise Agreement**"), granting Tenant the right to operate the Premises as a Hawaiian Bros Island Grill restaurant. As such, Landlord and Tenant acknowledge and agree that Franchisor is an intended third-party beneficiary of this Rider with an independent right, but not obligation, to enforce any and all of its terms. The effectiveness of the Lease is contingent upon Franchisor's approval of the Premises and the form of the Lease.

2. The Premises may be used, in addition to any other uses permitted under the Lease, for the operation of a Hawaiian Bros Island Grill restaurant, including, without limitation, carry-out and delivery food service.

3. Subject to applicable zoning laws and restrictions of record, Landlord consents to Tenant's: a) installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the Hawaiian Bros Island Grill franchise system as Franchisor may from time to time prescribe; and b) non-structural modifications; as required to comply with Franchisor's then-existing requirements, all to be performed in compliance with local laws, rules and regulations.

4. Landlord agrees to furnish Franchisor with copies of all notices of default or alleged default and all notices of termination that it sends to Tenant pertaining to the Lease and the Premises at the same time it sends such notices to Tenant. Such notices will be sent to Hawaiian Bros Franchising, LLC, 720 Main Street, Kansas City, MO 64105, Attn: President, or to such other address provided to Landlord in writing.

5. Franchisor has the right to enter the Premises at any time and from time to time (i) to make any repairs, alterations, or removals of the Hawaiian Bros Island Grill trade dress or equipment Franchisor considers reasonably necessary to protect the Hawaiian Bros Island Grill system and marks, (ii) to cure any default under the Franchise Agreement or under the Lease, and (iii) to remove the distinctive elements of the Hawaiian Bros Island Grill trade dress upon the expiration or termination of the Franchise Agreement. Franchisor will repair, or reimburse Landlord for the reasonable cost to repair, any damage to the walls, floor, or ceiling of the Premises that results from Franchisor's removal of trade dress items and other property from the Premises.

6. If Tenant has an obligation to continuously operate its business at the Premises, Tenant may cease operating for up to sixty (60) days, from time to time, to perform repairs, enhancements or renovations, as required by the Franchise Agreement. In the event Landlord has a voluntary or statutory lien on Tenant's trade fixtures or other personal property, such lien shall be subordinate to the rights of Franchisor with respect to branded items.

7. In the event of a default by Tenant under the Lease which entitles Landlord to terminate the Lease, Landlord will provide notice to Franchisor of such default and Landlord's intent to terminate the Lease ("**Landlord's Notice**"). At Franchisor's option, Landlord agrees to enter into a new lease (the "**New Lease**") with Franchisor or Franchisor's affiliate, as tenant, under the same terms as the Lease except that the term of such New Lease will be the remaining balance of the term of the Lease (as the same may have been extended). If Franchisor exercises such option, Franchisor will provide written notice of such election to Landlord within sixty (60) days after receipt of Landlord's Notice. During that sixty (60) day period, Landlord agrees that Franchisor may possess the Premises, to the exclusion of Tenant, in order to operate the restaurant, assess the restaurant's condition, and determine whether Franchisor desires to enter into the New Lease. Tenant acknowledges that Franchisor may possess the Premises in these circumstances and take whatever action is necessary, with or without Landlord's assistance, to enforce Tenant's compliance. Landlord agrees reasonably to cooperate and not to interfere with Franchisor's exercise of these rights. While Franchisor possesses the Premises for up to sixty (60) days, it will pay Landlord all pro-rated rent and other charges arising under the Lease during its possession and comply with all other terms and conditions of the Lease. However, Franchisor will not be required to cure any monetary default of Tenant under the Lease before Franchisor takes possession or as a condition of signing a New Lease.

8. Notwithstanding any provision herein to the contrary, Tenant shall have the absolute right, whether or not Tenant is in default under the Lease, upon ten (10) days prior written notice to Landlord, to sublet, assign or otherwise transfer its interest in the Lease to Franchisor or Franchisor's affiliate, to any entity with which Franchisor may merge or consolidate, or to any person or entity which is an authorized franchisee of Franchisor (each, a "**Permitted Assignee**"), without Landlord's consent. Landlord and Tenant acknowledge and agree that a Permitted Assignee will assume all of Tenant's obligations under the Lease arising as a result of events, acts or omissions occurring from and after the date of assignment. In the event Franchisee is in default of its obligations under the Lease as of the effective date of a transfer to a Permitted Assignee, the Permitted Assignee shall be obligated to cure such default, but only to the extent such default accrued not more than thirty (30) days prior to the date Franchisor received notice of such default from Landlord. Landlord may pursue, or continue to pursue, a claim for damages under the Lease against Tenant, but will have no rights to terminate the lease or to disturb the quiet possession of the Premises by the Permitted Assignee. Franchisor or Franchisor's affiliate also may sublet, assign or otherwise transfer its interest in a New Lease to any Permitted Assignee without Landlord's consent. Following an assignment or other transfer of interest in a Lease or New Lease, as applicable, contemplated under this Section 8, a Permitted Assignee also may sublet, assign or otherwise transfer its interest in the Lease or New Lease to another Permitted Assignee without the consent of Landlord. There will be no fee or expense charged in connection with any transfer permitted under this Section 8.

9. Except for an assignment or sublease to a Permitted Assignee as permitted under this Rider, Landlord will not consent to an assignment, subletting, or other transfer by Tenant, if such Landlord consent is required, unless and until Tenant provides Landlord with Franchisor's written consent thereto.

10. Landlord hereby represents and warrants that it holds fee simple title to the Premises and has all requisite right, power and authority to lease the Premises to Tenant. Landlord hereby agrees to obtain a non-disturbance agreement for the benefit of Tenant: a) from the holder of any mortgage/deed of trust as of the date of the Lease; and b) as a condition to Tenant's subordination to any mortgage/deed of trust granted after the date of the Lease.

11. Landlord will not, without Tenant supplying Franchisor's prior written consent, modify in any way the terms of the Lease or this Rider, including, without limitation, to change the permitted use of the Premises for anything other than a Hawaiian Bros Island Grill restaurant.

12. Landlord acknowledges that Franchisor is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Franchisor in accordance with the terms of this Rider.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Rider of the date first above written.

LANDLORD:	**TENANT**:
_____, a _____	_____, a _____
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT E

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Development Agreement (the "**Agreement**") between Hawaiian Bros Franchising, LLC, a Missouri limited liability company, and _____ (the "**Developer**"), of even date herewith, and for other good and valuable consideration, the undersigned owners of outstanding equity interests in the Developer and each such owner's spouse (if any) (whether one or more, herein called "**Guarantors**"), for themselves, their heirs, successors, and assigns, do hereby, jointly and severally, unconditionally, individually and for any marital community (as applicable), agree as follows:

(1) Guarantors guarantee to Hawaiian Bros Franchising, LLC and its affiliates, successors, and assigns (collectively, the "**Franchisor**") the full performance of Developer under the Agreement, including that each and every one of Developer's obligations under the Agreement (collectively, "**Developer Obligations**") will be faithfully and punctually paid and performed.

(2) Guarantors agree to be personally bound by all confidentiality, non-competition and non-solicitation provisions contained in the Agreement, including the terms of Section 12 of the Agreement.

(3) Guarantors further agree to pay any judgment or award against the Developer obtained by Franchisor.

(4) This Guaranty expressly includes covenants contained in the Agreement that by their terms or by reasonable implication survive the termination, expiration, or transfer of the Agreement, including but not limited to non-competition, non-solicitation and confidentiality provisions.

(5) Guarantors waive: (i) notice of demand for payment of any indebtedness or nonperformance of any Developer Obligations; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any Developer Obligations hereby guaranteed; (iii) any right Guarantors may have to require that an action be brought against the Developer or any other person as a condition of liability; and (iv) notice of any changes permitted by the terms of the Agreement or agreed to by the Developer.

(6) Guarantors consent and agree that (i) their liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Developer or any other person; (ii) such liability will not be diminished, relieved, or otherwise affected by Developer's insolvency, bankruptcy, or reorganization, the invalidity, illegality, or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to Guarantors; and (iii) this Guaranty shall apply in all modifications to the Agreement of any nature agreed to by Developer with or without the undersigned receiving notice thereof.

(7) Guarantors shall pay all costs of collection and reasonable attorneys' fees incurred by Franchisor in connection with enforcing this Guaranty.

[Signature Page Follows]

GUARANTORS:

Individually	Individually
Print Name	Print Name
Address	Address
City Individually Zip Code	City Individually Zip Code
Telephone Number	Telephone Number
Ownership Percentage of Developer	Ownership Percentage of Developer
Individually	Individually
Print Name	Print Name
Address	Address
City Individually Zip Code	City Individually Zip Code
Telephone Number	Telephone Number
Ownership Percentage of Developer	Ownership Percentage of Developer

EXHIBIT F

CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENTS

CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Confidentiality, Non-Competition and Non-Solicitation Agreement (this "**Agreement**") is entered into as of _____, 20_____ (the "**Effective Date**"), by and between [INSERT NAME OF DEVELOPER], a [INSERT STATE & TYPE OF ENTITY] (the "**Developer**"), and _____ ("**Developer's Associate**").

BACKGROUND

A. Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("**Franchisor**"), has the right to grant franchises for all rights in and to a unique system for the development and operation of restaurants (the "**System**"), which includes proprietary rights in valuable trade names, service marks and trademarks, including but not limited to the Hawaiian BrosTM Island Grill trademark, logo and trade name, and the elements and components of Franchisor's trade dress, a compilation of operating procedures, marketing concepts, management techniques, and communications methods and procedures.

B. Franchisor and Developer have entered into that certain Development Agreement dated as of _____, 20_____ (the "**Development Agreement**"), in which Franchisor has granted Developer the right, and Developer has undertaken the obligation, to develop and open one or more Hawaiian Bros Island Grill restaurants that utilize the System ("**Restaurant(s)**").

C. Developer and Developer's Associate acknowledge that Franchisor and its affiliates are the owners of trade secrets and confidential information (the "**Confidential Information**") relating to the operation of the System including, without limitation, any records, contracts, correspondence, customer lists, addresses or similar items regarding customers, prospective customers, or sales operations of Franchisor, its affiliates, or Franchisor's franchisees, business plans or strategies, marketing plans, marketing information, profit margins, prices, recipes, formulae, operating systems, suppliers or similar information with respect to products or services of Franchisor, Restaurant layout, plans, and schematics, all manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice relating to a Restaurant's operation and management and to marketing the products Restaurants serve (the "**Operations Manual**"), any other information relating to the operation of the System, and such other information about Franchisor and its business as may reasonably be construed to be confidential or proprietary to Franchisor, whether designated as confidential or not and whether or not such information constitutes "trade secrets" under prevailing judicial interpretations.

D. Developer's Associate further acknowledges that, as a part of his or her relationship with Developer, Developer's Associate will receive and be entrusted with certain Confidential Information.

E. In consideration of Developer's Associate's relationship with Developer, Developer's Associate agrees to comply with the provisions of this Agreement. Developer's Associate also agrees the restraints imposed by this Agreement are reasonable and necessary to protect Developer's business, Franchisor, other franchisees of Franchisor, and the System.

AGREEMENT

1. CONFIDENTIALITY COVENANTS

(a) **Receipt of Confidential Information**. Developer and Developer's Associate acknowledge that, as a part of Developer's Associate's relationship with Developer, Developer's Associate will receive and be entrusted with certain Confidential Information.

(b) **Duty of Confidentiality**. Developer's Associate will not at any time, during or after such Developer's Associate's relationship with Developer, communicate or disclose to any individual or business entity (each a "**Person**") other than those employees of Developer to whom such disclosure is necessary in relation to performance of their job duties, or use for Developer's Associate's own benefit or for the benefit of any Person other than Franchisor or Developer in connection with the development or operation of a Restaurant, any Confidential Information that Developer's Associate acquired during such Developer's Associate's relationship with Developer. Developer's Associate understands and agrees that any and all Confidential Information, including methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than in connection with Developer's development or operation of a Restaurant.

(c) **Return of Confidential Information**. Developer's Associate will return all Confidential Information that Developer's Associate acquires during the relationship with Developer upon the earlier of the following:

i. the transfer, expiration or termination of the Development Agreement for any reason;

ii. the termination of Developer's Associate's relationship with Developer; or

iii. Developer's request.

2. NON-COMPETITION AND NON-SOLICITATION COVENANTS

(a) **Limitations on Competition**. Developer and Developer's Associate acknowledge that the Confidential Information provides a competitive advantage and will be valuable to them in the development and operation of the Restaurant(s). In consideration for the disclosure to Developer's Associate of Confidential Information, and to protect the confidentiality and value of the Confidential Information, Developer's Associate further agrees to the limitations on competition and solicitation set forth below.

(b) **Definition of Competitive Business**. "Competitive Business" means any island-inspired Hawaiian-themed restaurant or restaurant that advertises and serves Hawaiian cuisine.

(c) **Non-Competition During Term of Development Agreement and Relationship with Developer**. Developer's Associate will not, without Developer's and Franchisor's prior written consent, own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in the United States or in any other country where a Restaurant is located, until the earlier of the following (the "**Term**"):

i. the transfer, expiration or termination of the Development Agreement for any reason; or

ii. the termination of Developer's Associate's relationship with Developer.

(d) **Non-Competition After Term of Development Agreement or Relationship with Developer**. During the Post-Term Period (as defined below), Developer's Associate may not, without Developer's and Franchisor's prior written consent, own or operate, directly or indirectly, or accept employment by, hold an interest in, lend money to, serve as a guarantor for, or perform services in any capacity for, any Competitive Business that is located, operates, advertises or provides services in any of the following:

i. In the geographic area in which Franchisee has the right and obligation to develop Restaurant(s) under the Development Agreement (the "**Development Area**");

ii. Within 20 miles of any outer boundary of the Development Area;

iii. Within the area comprised of a 20-mile radius of any Restaurant then existing or under development, whether franchised or owned by Franchisor or any of its affiliates or licensees; or

iv. Within 20 miles of any outer boundary of any territory for which Franchisor has granted development rights for the development of one or more Restaurants.

(e) **Non-Solicitation During the Term or the Post-Term Period.** In addition, neither during the Term nor the Post-Term Period, will Developer's Associate, without Developer's and Franchisor's prior written consent, directly or indirectly, for himself or herself, or on behalf of any other Person:

i. Solicit, serve, cater to, divert or attempt to divert to a Competitive Business, any business from any Developer Contact;

ii. Solicit or induce, or attempt to solicit or induce, any Developer Contact (defined below) to terminate or alter its/his/her relationship with Developer;

iii. Solicit or induce, or attempt to solicit or induce, any Person who or which is employed or retained by or contracted with Developer to terminate or modify such Person's employment or other relationship with Developer; or

iv. Solicit, induce, aid or counsel any other Person to do any of the foregoing.

The "**Post-Term Period**" means the two-year period after the earlier of the following: (i) the transfer, expiration or termination of the Development Agreement for any reason; or (ii) the termination of Developer's Associate's relationship with Developer. If at any time during the Post-Term Period Developer's Associate fails to comply with the obligations imposed by this Agreement, such period of noncompliance shall not be credited toward satisfaction of the two-year obligation.

"**Developer Contact**" means Developer's customers, investors, suppliers, vendors, consultants, and personnel.

(f) **Acknowledgement**. Developer's Associate acknowledges that these covenants not to compete are reasonable and necessary to protect the business and goodwill of the System and to avoid misappropriation or other unauthorized use of the System and Franchisor's Confidential Information, all of which provide a competitive advantage to Developer. Further, Developer's Associate acknowledges and

confirms that he or she possesses the education, training, and experience necessary to earn a reasonable livelihood apart from operating or serving a Competitive Business.

3. DEFEND TRADE SECRETS ACT OF 2016 DISCLOSURE

18 U.S.C. § 1833(b) states: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(a) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

4. MISCELLANEOUS

(a) **Severability**. The provisions of this Agreement are severable, and if any provision is held illegal, invalid or unenforceable, the holding will not affect the legality, validity or enforceability of any other provision. Any illegal, invalid or unenforceable provision will be reformed to the minimum extent necessary to render it legal, valid and enforceable and, as so reformed, will continue in full force and effect.

(b) **Effectiveness of Agreement Following Termination**. All provisions of this Agreement that are to be effective following termination of Developer's Associate's relationship with Developer will be effective regardless of whether the termination was voluntary or involuntary.

(c) **Binding Effect; Amendments**. This Agreement may not be amended, modified or rescinded, or any performance requirement waived, except by a written document signed by the parties. No waiver by Developer of any breach by Developer's Associate, nor any delay or failure by Developer to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce Franchisor's rights with respect to that or any other or subsequent breach. The parties expressly agree that this Agreement may not be amended or modified, or any performance standard changed, by course of dealing or inference from a party's conduct. This provision does not apply to changes in the Operations Manual or System, which Franchisor may modify unilaterally.

(d) **Governing Law**. The parties' rights and obligations under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Developer's principal place of business (excluding any conflict of laws principles).

(e) **Costs and Attorneys' Fees**. If Developer or Franchisor incurs costs and expenses (internal or external) to enforce its rights or Developer's Associate's obligations under this Agreement because Developer's Associate has failed to comply with this Agreement, Developer's Associate agrees to reimburse Developer or Franchisor for all costs and expenses Developer or Franchisor, as applicable, incurs, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Developer's Associate's obligation to reimburse Developer or Franchisor arises whether or not there is a formal legal proceeding. If Developer or Franchisor begins a formal legal proceeding against Developer's Associate to enforce this Agreement, the reimbursement obligation applies to all costs and expenses Developer or

Franchisor incurs preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

(f) **Notices**. All notices required or permitted under this Agreement must be in writing and will be deemed delivered when deposited either with the United States Postal Service, first class postage prepaid, certified mail, return receipt requested, or with an overnight delivery service for next business day delivery with proof of delivery, and addressed as follows:

If to Developer's Associate, to the address set forth on the signature page to this Agreement.

If to Developer, to: _____

_____

_____

Attn: _____

Any party may change its address for notices by written notice to the other given in accordance with this subsection.

(g) **Third Party Beneficiary; Remedies**. Developer and Developer's Associate acknowledge and agree that: (i) Franchisor is a third party beneficiary of the rights and obligations set forth in this Agreement, and (ii) Franchisor has the right to enforce the provisions of this Agreement in the event of any beach or violation, or threatened breach or violation, of this Agreement. Developer's Associate further acknowledges and agrees that: (A) Franchisor and Developer will suffer irreparable harm in the event of any breach or violation of this Agreement, and (B) Franchisor's and Developer's appropriate remedies for breach or violation, or threatened breach or violation, of this Agreement include interim, interlocutory, and final orders granting injunctive, mandatory, or other extraordinary relief, without the need for the posting of security or an undertaking in damages..

(h) **Assignment**. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective affiliates, successors, and assigns. The respective obligations of Developer and Developer's Associate hereunder may not be assigned by Developer or Developer's Associate, except with the written consent of Franchisor.

(i) **Counterparts; Electronic Transmission.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all counterparts shall constitute one and the same instrument. A faxed copy of an originally-signed signature page, a scanned copy of an originally-signed signature page that is sent as a .pdf by email, or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

[***Signature Page Follows***]

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Competition Agreement as of the day and year first set forth above.

DEVELOPER:

[INSERT NAME OF DEVELOPER]

By: _____

Name: _____

Title: _____

DEVELOPER'S ASSOCIATE:

(Individuals must complete the following)

Signature: _____

Printed Name: _____

(Business entities must complete the following)

By: _____

Name: _____

Title: _____

Developer's Associate's Address for Notices:

_____

_____

_____

Attention: _____

EXHIBIT D
Agents for Service of Process

SBLSG Registered Agent, Inc.
2323 Grand Blvd., Suite 1000
Kansas City, MO 64108

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 www.dfpi.ca.gov Ask.DFPI@ca.gov
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Secretary of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	Insurance Commissioner North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505-0510 701-328-2910
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501-3185
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington (State Administrator)	Securities Division, Department of Financial Institutions	PO Box 41200 Olympia, WA 98504-1200
Washington (Agent)	Director Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760

Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

EXHIBIT E
Sysco Participation Agreement

SCHEDULE 3 TO MASTER SERVICES AGREEMENT
Form of Participation Agreement

PARTICIPATION AGREEMENT

This Participation Agreement is entered into as of _____, between the undersigned ***("Customer"),*** as owner or operator of certain establishments (the ***"Customer Locations")*** and Sysco Kansas City, Inc. (the ***"Distributor ")*** on behalf of Sysco Corporation and certain of its operating subsidiaries and affiliated companies (collectively, *"Sysco").* Sysco is approved to provide distribution services to Customer, as a franchisee of, or operator of a company that obtains procurement services through, Hawaiian Bros Inc. or any of its affiliates (the ***"Master Organization")*** pursuant to that certain Master Services Agreement entered into between Sysco and the Master Organization (the ***"MSA").*** All capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them under the MSA. Customer and Sysco agree as follows:

1. Binding Nature of the MSA/Term. Customer acknowledges and agrees: (i) Sysco's distribution of Products to Customer Locations will be pursuant to the MSA between Sysco and Master Organization and.,(ii) to be bound by the terms of the MSA, as amended by time to time between Sysco and the Master Organization in accordance with the terms of the MSA. This Participation Agreement will end upon the termination or expiration of the MSA, unless this Participation Agreement is earlier terminated under the terms of the MSA. Sysco or Customer may terminate this Participation Agreement for a material breath by the other party with ninety (90) days' prior written notice describing such failure, unless such failure is cured within such ninety (90)-day period. Sysco may immediately terminate this Participation Agreement (1) for Customer's failure to pay any amounts due to Sysco, if such failure continues for more than ten (10) days after Customer's receipt of written notice of nonpayment, with a copy of such notice being delivered contemporaneously to Master Organization, or (2) if Sysco becomes aware of any circumstances that, in Sysco's reasonable judgment, materially impact Customer's ability to meet its financial obligations under this Participation Agreement when due and such circumstances have been communicated by written notice to Customer and the Master Organization along with Lead Company's decision to terminate this Participation Agreement on such basis at least ten (10) business days in advance of such action.

2. Payment Terms. Payment terms are established in the separate Credit Application executed and submitted by Customer to Sysco. If Customer fails to make payment when due, Sysco may immediately, upon written notice to Customer with a carbon copy to Master Organization, condition future deliveries upon more stringent payment terms, including, without limitation, cash in advance, cash on delivery, guaranties to Sysco, and/or pledging of collateral, etc. Any undisputed amounts more than thirty (30) days past due shall bear interest at the lesser of 1.5% per month or the highest non-usurious rate permitted by law. If the Master Organization becomes obligated to purchase Obsolete Products under the terms of the MSA, Customer agrees that it will pay directly and promptly to Sysco such amount as the Master Organimtion determines shall be allocated to Customer with respect to its Customer Locations served by the applicable Operating Site or forward warehouse.

3. Release. Customer agrees that Sysco's ability to perform services for Customer under this Agreement is expressly contingent upon the Master Organization's approval for it to do so. Accordingly, **Customer hereby releases Sysco and each of its respective officers, employees, and directors from any and all losses, damages, or claims *("Claims")* that Customer may have or suffer as a result of (i) Sysco's discontinuance of services, in whole or in part, to Customer as a result of notice or instructions from the Master Organization and (ii) Sysco's sharing of information with the Master Organization concerning purchases by Customer, Customer's accounts receivable with Sysco, and other similar matters relating to Sysco's relationship with Customer relating to the MSA. Customer further releases Sysco from any Claims arising from Sysco's payment of allowances or other compensation to the Master Organization or its designee, based, in whole or in part, upon sales of Product to Customer.** Customer specifically consents to disclosure of the information described in clause (ii).

4. Warranties. Except as expressly provided in this Participation Agreement or the MSA, SYSCO MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION. In no event will either Sysco or Customer be liable FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT.

5. Miscellaneous. Customer affirmatively waives its right to jury trial with respect to any disputes, claims or controversies of any kind whatsoever under this Agreement or the MSA. Customer and the Distributor agree that no amendment to this Participation Agreement will be effective without the written consent of the Master Organization.

Effective as of the date first above written.

CUSTOMER	DISTRIBUTOR
Customer Name: _____	Sysco Kansas City, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT F
Coca-Cola Participating Franchisee Agreement

FORM OF PARTICIPATING FRANCHISEE AGREEMENT

COCA-COLA
HAWAIIAN BROS INC.
FRANCHISEE PARTICIPATION AGREEMENT
BEVERAGE MARKETING AGREEMENT

1. PARTIES

The parties to this Agreement are Franchisee and Company.

2. DEFINITIONS

Capitalized terms not otherwise defined in the Agreement are defined in **Exhibit B**.

3. FRANCHISED OUTLETS

The Agreement will apply to all Franchised Outlets. If any Franchised Outlet is eligible for an alternate marketing or funding program offered directly or indirectly by Company or any of its subsidiaries or authorized bottlers, Company in its sole discretion will determine which marketing or funding program will be made available to that Franchised Outlet. In no event will any Franchised Outlet be eligible for more than one marketing or funding program offered by Company or any of its subsidiaries or authorized bottlers. Franchisee agrees to provide Company with prompt written notice of the opening, acquisition, transfer or closing of any Franchised Outlet.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective when signed by Franchisee and an authorized representative of Company and will be in effect throughout the Term. The Term of this Participation Agreement is defined as the period from the first day of the month in which this Participation Agreement is signed by Franchisee through and until the expiration or termination of the Hawaiian Bros Agreement.

5. EXHIBITS

This Agreement also consists of the following:

i. **Exhibits A-1 through A-4** Program Terms and Conditions
ii. **Exhibit B** Definitions
iii. **Exhibit C** Standard Terms and Conditions
iv. Any other terms and conditions referenced herein.

The parties agree that this Agreement may be signed electronically and that the electronic signatures are deemed original signatures for purposes of the validity, enforceability, and admissibility of this Agreement.

THE COCA-COLA COMPANY, acting by and through **COCA-COLA NORTH AMERICA**	_____ **[insert corporate legal name of Franchisee]**
Agreed to on date signed: _____	Agreed to on date signed: _____
Signature:_____	Signature:_____
Print Name:_____	Print Name: _____
Title: _____ One Coca-Cola Plaza Atlanta, GA 30313	Title: _____ Address: Address:

EXHIBIT A-1
FOUNTAIN PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

1.1. Fountain Beverage Availability

Each Franchised Outlet will serve a brand set of Company Fountain Beverages that consists of Coca-Cola®, Diet Coke®, Sprite®, and Coke® Zero Sugar on Dispensers with the remaining Company Fountain Beverages being jointly selected by Franchisee and Company. All Fountain Beverages served in the Franchised Outlets will be Company Fountain Beverages; provided, however, that each Franchised Outlet may serve, subject to the Fair Share section, the Fountain Beverage Permitted Exception on Dispensers but only on one valve per Dispenser per Franchised Outlet. Franchisees may not dedicate any valve on a Dispenser leased from Company to dispense tap water.

"**Fountain Beverage Permitted Exception**" means the stock keeping unit of regular Dr Pepper® in Fountain Beverage form. If the Fountain Beverage Permitted Exception becomes a Product of PepsiCo at a later date, that Competitive Beverage will no longer be deemed a Fountain Beverage Permitted Exception.

1.2. Tea Availability

Each Franchised Outlet will serve a brand set of Tea that consists of Gold Peak® Tea in bag-in-box form (or such substitute products that may become available) for dispensing on the premises. Franchisee agrees that the only Tea sold, served, or sampled at the Franchised Outlets will be Company Tea.

2. PRICING

Franchisees will have the right during the Term to purchase Company Fountain Syrups from Company at Company's then-current published chain account prices, which prices are subject to change from time to time.

3. MARKETING PROGRAM

In consideration of the Beverage availability rights granted to Company herein, the marketing programs outlined below will be provided to assist Franchisees in maximizing the sale of Company Fountain Beverages in the Franchised Outlets.

3.1. Funding

3.1.1. New Outlet Fund

Company will provide a New Outlet Fund in the amount of $500 for each new Franchised Outlet that is opened during the Term. The purpose of the fund is to offset costs associated with the opening of a new Franchised Outlet. Funding is provided in return for Franchisee's commitment to serve Company Fountain Beverages in the Franchised Outlets throughout the Term, and any funding that is provided will be earned over the portion of the Term that remains after such funding is provided. Funding earned by Franchised Outlets will be paid to Franchisees semi-annually, following the period in which it is earned.

3.1.2. Category Development Fund

Beginning in Year 2, and for the remainder of the Term, the Company will provide the Category Development Fund in the amount of $0.18 per gallon of Company Fountain Syrups the Franchised Outlets purchase. Funding earned by Franchised Outlets will be paid to Franchisees semi-annually, following the period in which it is earned. In order to qualify for this funding, Franchisee agrees to (i) purchase only equipment approved by Company, provided, however, that such consent shall not be unreasonably withheld, (ii) dedicate refrigerated cooler shelf space to any Company Bottle/Can Beverages equal to at least fifty percent (50%) of all cold Beverage cooler shelf space available in each Franchised Outlet, and (ii) ensure there is no display or advertisement of any Competitive Beverage brands, logos, trademarks or vessels on or affixed to the cooler Equipment.

3.1.3. Category Expansion Fund

Company will provide a Category Expansion Fund to encourage and reward category expansion of Company Beverages in the Franchised Outlets. If and only for so long as Franchisee implements and promotes the following Company Beverage(s) (or such other mutually agreed upon Company Beverages that may become available) at all Franchised Outlets as set forth herein, Franchisee will earn $0.05 for each gallon of Company Fountain Syrup the Franchised Outlets purchase in exchange for the availability of a minimum of two (2) barrels of Minute Maid® Country Style Lemonade at all Franchised Outlets. Franchisee will continue to be eligible for this funding even if Company provides funding on the purchases of the above Company Beverages. If earned, Funding earned by Franchised Outlets will be paid to Franchisees semi-annually,

following the period in which it is earned. For clarity, the Category Expansion Fund does not apply to purchases of Gold Peak® Tea in bag-in-box form.

3.2. Performance Criteria

To qualify for funding, Franchisee and each Franchised Outlet must comply with all of the following performance criteria and all other obligations under this Agreement:

i. Prominently display approved renditions of Company trademarked vessels and/or Company brands, trademarks/logos on all menus, including drive-thru and dine-in menus and menu boards (including combo meals if offered), apps, and any other form of menu messaging.

ii. Include approved renditions of Company brands, trademarks and/or logos in Franchisee's online presence where a Beverage or food is shown, including but not limited to apps owned and/or managed by the Franchisee, social media, any third-party delivery apps (e.g., Instagram and Facebook accounts, Uber Eats, GrubHub, DoorDash, etc.) where permitted, as well as on Franchisee websites and signage, as mutually agreed upon by the parties.

iii. At a mutually agreed upon time, implement a combo-meal program or other Company-approved beverage offering featuring Company Fountain Beverages, which offering may be discontinued if Franchisee determines in its sole discretion that the offering negatively impacts Franchisee's sales performance or margins. Upon such discontinuation, this performance criteria will no longer be required for Franchisee to qualify for funding.

iv. Execute annually a minimum of one (1) promotional program featuring Company Fountain Beverages or other Company approved Beverage offering as agreed upon by the parties.

v. Test or implement new Company Beverages in the Franchised Outlets under terms mutually agreed to by the parties.

vi. Perform those additional Company Fountain Beverage marketing activities the parties mutually agree upon.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria and other obligations at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

4. EQUIPMENT PROGRAM

Where permitted by law, Company will lease to Franchisees without any additional charge during the Term the Company approved Dispensers reasonably necessary to dispense a quality Fountain Beverage in each Franchised Outlet. Company will also lease to Franchisees without any additional charge for each newly opened or acquired Franchised Outlet a Dispenser package reasonably necessary to dispense a quality Fountain Beverage. No ice makers or water filters will be provided. Equipment innovations that require a separate agreement (such as Coca-Cola Freestyle or Costa® Coffee equipment) will also not be provided without such separate agreement.

In any state where a lease without any additional charge is not permitted (e.g., Wisconsin) or Franchisee elects to lease additional Dispensers, such Dispensers will be leased at an annual lease rate calculated by multiplying the total installed cost of the additional Dispensers by the then-current lease factor. The lease factor currently in effect for Dispensers is 0.24. Should the lease factor change during the Term, Company will notify Franchisee in writing of the change and any Dispenser installed after the change goes into effect will be subject to the new lease factor. Lease charges, if any, will be deducted from earned funding. Charges in excess of earned funding will be invoiced.

6. SERVICE PROGRAM

All Dispensers provided by Company will at all times remain the property of Company and are subject to the terms and conditions of the Lease except as specifically changed by the Program Terms and Conditions or the Standard Terms and Conditions.

6.1. Service

Franchisee may use Company's service network without any additional charge for up to three (3) regular mechanical repair calls for Dispensers provided by Company for each twelve-month Year (which will be prorated for each Year less than twelve months) at each Franchised Outlet. These calls are calculated sequentially on a per outlet basis and may not be aggregated. Parts required for these regular mechanical repair calls will also be provided without any additional charge. Any Special Service Calls are not considered regular service and will not be provided free of charge. Charges for Special Service Calls or for regular mechanical repair calls in excess of those available without any additional charge under this

program will be deducted from earned funding. Charges in excess of funding will be invoiced. Charges will include labor, travel time, parts, and administrative costs.

7. FAIR SHARE

If Franchisee desires to use a Dispenser provided by Company in any calendar year to dispense a Fountain Beverage Permitted Exception in the Franchised Outlets on only one valve per Dispenser as stated in Section 2 above, the following additional fair share charges will be incurred: (i) a fair share lease charge of $178 for that calendar year for each one of those valves and (ii) a service charge of $30 per calendar year for each Franchised Outlet. Fair share charges will be deducted from earned funding. Franchisee will annually provide Company with a list of all Franchised Outlets that serve a Fountain Beverage Permitted Exception.

EXHIBIT A-2
FROZEN CONCENTRATE PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

Each Franchised Outlet will serve a Company Lemonade that consists of Minute Maid® Lemonade (or such substitute products that may become available) for dispensing on the premises. Franchisee agrees that all Frozen Concentrate served in the Franchised Outlets will be Company Beverages.

2. PRICING

Company agrees that during the Term, Franchisees will have the right to purchase Company Lemonade at Company's then-current published chain account price, plus distributor mark-up, and when applicable, freight and delivery fees, or platform upcharges that may be a component of freight. The chain account price is subject to change from time to time.

3. MARKETING PROGRAM

In consideration of the Beverage availability rights granted to Company above, the marketing programs outlined below will be provided to assist Franchisees in maximizing the sale of Company Lemonade in the Franchised Outlets. Only purchases from Company or an Authorized Distributor will qualify for the marketing program described below.

3.1. Funding

3.1.1. Marketing Support Fund

Item	Packages per Physical Case	Funding per Physical Case
Minute Maid® Lemonade Original 6+1	Minute-Pak 4/90 oz.	$8.65

Company will provide a Marketing Support Fund in the amounts shown in the table above which will be paid on each physical case described in the table above that Franchisees purchase. Funding earned by Franchised Outlets will be paid to Franchisees semi-annually, following the period in which it is earned.

3.2. Performance Criteria

To qualify for the funding set forth above, Franchisee and each Franchised Outlet must comply with all of the following performance criteria and all other obligations under this Agreement:

i. Prominently display approved renditions of Company Lemonade brands, trademarks and/or logos on all menus, including drive-thru and dine-in menus and menu boards (including combo meals), apps (including third party delivery apps), and any other form of menu messaging.

ii. Implement and maintain a Company Lemonade cup set consisting of small, medium and large sizes.

iii. Include approved renditions of Company Lemonade brands, trademarks and/or logos on merchandising materials.

iv. Perform those additional Company Lemonade marketing activities the parties mutually agree upon.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria and other obligations outlined herein at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

4. EQUIPMENT PROGRAM

4.1. Equipment

Company will provide to Franchisee the following Dispenser in each Franchised Outlet as required for the Franchised Outlet to serve a quality Lemonade: bubbler. Upon installation, ownership of the Dispensers will transfer to Franchisee according to the Equipment Sale Agreement. These Dispensers are provided in return for Franchisee's commitment to serve Company Lemonade in the Franchised Outlets throughout the Term. The total installed value of the Dispensers will be $1,481 per Franchised Outlet and will be deemed earned by Franchisee over the Term at the rate of $37.03 per physical case of Company Lemonade the Franchised Outlets purchase.

5. SERVICE PROGRAM

Franchisees are responsible for procuring service for the Dispensers for all Franchised Outlets. Franchisees may use Company's service network for service to its Dispensers and will be charged at Company's then current rates. Charges for

service will be deducted from earned funding. Charges in excess of funding will be invoiced to the Franchised Outlet. Charges will include labor, travel time, parts, and administrative costs.

EXHIBIT A-3
PACKAGED JUICE PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

Each Franchised Outlet may serve a brand set of packaged Juice that consists of Simply Juice OR Honest Kids Juice Boxes (or such substitute products that may become available). If the Franchisee rolls out a Juice program, all Juice served in the Franchised Outlets will be Company Beverages; provided that each Franchised Outlet may serve the Juice Permitted Exceptions.

2. PRICING

Company agrees that during the Term, Franchisees will have the right to purchase Company Juice at Company's then-current published chain account price, plus distributor mark-up. The chain account price is subject to change from time to time.

3. PERFORMANCE REQUIREMENTS

Franchisee and each Franchised Outlet must comply with all the following performance criteria and all other obligations under this Agreement:

i. Include approved renditions of Company Juice brands, trademarks and/or logos in Franchisee's online presence where a Packaged Juice is shown, including but not limited to apps owned and/or managed by the Franchisee, social media, any third-party delivery apps (e.g., Instagram and Facebook accounts, Uber Eats, GrubHub, DoorDash, etc.), as well as on Franchisee websites and signage, as mutually agreed upon by the parties.

ii. Use approved renditions of Company trademarks and/or logos on menus featuring a Company Juice, as mutually agreed upon by the parties.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria and other obligations at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

EXHIBIT A-4
BOTTLE/CAN PROGRAM TERMS AND CONDITIONS

1. AVAILABILITY

Each Franchised Outlet will make available a mutually agreed upon brand set of Company Bottle/Can Beverages for sale, subject to availability from ARTM Distributors. All Bottle/Can Beverages served in the Franchised Outlets will be Company Bottle/Can Beverages.

2. PRICING

Franchisees may purchase the Company Bottle/Can Beverages as mutually agreed upon from ARTM Distributors at the then-current published national chain account prices, plus any distributor mark-up. The chain account prices are subject to change from time to time. Company makes no representation that ARTM Distributors will be able to service any or all Franchised Outlets throughout the Term.

3. PERFORMANCE CRITERIA

To qualify for the pricing set forth above, Franchisee and each Franchised Outlet must comply with the following performance criteria and all other obligations under this Agreement:

i. Prominently display approved renditions of Company trademarks and/or logos in mutually agreed upon locations.

ii. Include approved renditions of Company Bottle/Can Beverage brands, trademarks and/or logos in Franchisee's online presence where a Beverage or food is shown, including but not limited to apps owned and/or managed by the Franchisee, social media, any third-party delivery apps (e.g., Instagram and Facebook accounts, Uber Eats, GrubHub, DoorDash, etc.), as well as on Franchisee websites and signage, as mutually agreed upon by the parties.

iii. Perform those additional Company Bottle/Can Beverage marketing activities the parties mutually agree upon.

Franchisee agrees that Company will have the right to audit compliance with the performance criteria at all reasonable times and places. Franchisee will provide proof of compliance with the performance criteria upon request.

4. EQUIPMENT

Franchisee is responsible for purchasing all Bottle/Can Beverage equipment for all Franchised Outlets, and agrees to purchase only equipment approved by Company, provided that such consent shall not be unreasonably withheld. Franchisee will be solely responsible for product rotation and ensuring that all Company Bottle/Can Beverages offered for sale are within their expiration, and for removing and destroying all out-of-date product.

EXHIBIT B
DEFINITIONS

Capitalized words or phrases used throughout this Agreement have the following meanings:

1. **"Authorized Distributor"** means a distributor with authorization from Company to sell certain Company Beverages to customers, which authorization may change or be revoked at any time.

2. "**ARTM Distributor**" means a distributor with special authorization from Company to sell certain Company Bottle/Can Beverages to Franchisee in certain geographies, which authorization may change or be revoked at any time.

3. "**Beverage**" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients or (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups®, pods and all other beverage ingredients or bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. However, this definition does not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored and unbranded dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at a Franchised Outlet. Nothing in this definition is intended to limit or expand what Franchisee must serve under the Availability section(s) of the preceding Exhibits.

4. "**Bottle/Can Beverage**" means any Beverage, including a pre-mix Beverage, in pre-packaged, ready-to-drink form in bottles, cans or other factory-sealed containers.

5. "**Company**" means The Coca-Cola Company, acting by and through Coca-Cola North America. When the term Company is applied to a term (such as Beverage as in "Company Beverage") it means such term as marketed under (i) trademarks owned by Company and (ii) trademarks licensed to Company that are designated as a Company product by Company.

6. "**Competitive Beverage**" means any Beverage that is not a Company Beverage.

7. "**Customer**" means Hawaiian Bros Inc. and any of its subsidiaries or any entity that is under the same ownership group as Hawaiian Bros Inc.

8. "**Dispenser**" means a piece of equipment that dispenses Beverages through a valve. Any valve on a Dispenser that is a multi-flavor or multi-brand valve only counts as one valve.

9. "**Equipment Sale Agreement**" means the terms and conditions set forth in the Equipment Sale Agreement available at https://CokeURL.com/CCNAEquipmentSale and incorporated herein by reference.

10. "**Fountain Beverages**" are those Beverages that are served through Dispensers and any carbonated Beverages that are not Bottle/Can Beverages.

11. "**Fountain Syrup**" means Fountain Beverage syrup used to prepare Fountain Beverages, but does not include Frozen Fountain Syrup or other forms of concentrate, such as frozen concentrates used to prepare Juices, or liquid coffee concentrate. For the sake of clarity, the term Fountain Syrup includes Gold Peak® Tea in bag-in-box form.

12. "**Franchisee**" means the above signed franchisee of Customer.

13. "**Frozen Fountain Beverages**" are those frozen or any partially frozen non-alcoholic, non-dairy beverages that are dispensed from frozen beverage Dispensers and served in frozen or partially frozen form.

14. "**Frozen Fountain Syrup**" means the post-mix syrup used to prepare Frozen Fountain Beverages but does not include syrup for Frozen Fountain Beverages that is purchased from a full service supplier of Frozen Syrups to which Company provides promotional funding and or other forms of concentrate, such as frozen concentrates used to prepare Juices.

15. "**Franchised Outlets**" means outlets, properties and facilities located in the 50 United States and the District of Columbia where Beverages are served that are owned or operated by Franchisees, including any such outlets, properties and facilities that are (i) opened after the Agreement is signed, (ii) co-branded or (iii) acquired during the Term of the Agreement (unless those outlets, properties and facilities are already governed by an agreement with Company and that agreement is validly assigned to Franchisee as part of the acquisition); provided, however, that if the acquired outlets are currently under

a pre-existing agreement with a Competitive Beverage supplier, the acquired outlets will come under this Agreement after the applicable agreement with the Competitive Beverage supplier is terminated or expires. With respect to those provisions relating to Bottler Bottle/Can Beverages, this Agreement will only apply to those Franchised Outlets that are located in the geographic territory in which Bottler is authorized to distribute, promote, market, and sell Company Bottle/Can Beverages. The term Franchised Outlets includes all locations within such outlets, properties and facilities where Beverages are or can be served, including, but not limited to, buildings, grounds, parking lots, food courts, concession areas, vending areas, dining areas, banquet areas, sidelines, benches and locker rooms, branded and unbranded food service outlets and dining facilities, and employee lounges/break rooms located within or adjacent to such outlets, properties and facilities.

16. "**Hawaiian Bros Agreement**" means the Beverage marketing agreement between Customer and Company with an effective date of June 1, 2025.

17. "**Juice**" means juice and juice drink products.

18. "**Juice Permitted Exceptions**" means the following Competitive Beverages that are Juice: Hawaiian Sun in 6oz or 12oz cans. If any Juice Permitted Exception becomes a Product of PepsiCo at a later date, that Competitive Beverage will no longer be deemed a Juice Permitted Exception.

19. "**Lease**" means the terms and conditions set forth in the Dispensing Equipment Lease available at CokeURL.com/CCNALease and incorporated herein by reference.

20. "**Lemonade**" means a beverage identified as "lemonade" or a variety thereof (e.g. "Strawberry Lemonade") with ingredients including lemon juice and sweetened water, which may be prepared, dispensed or served using a variety of methods and equipment, including packaged concentrate, frozen concentrate, bubblers, fountain equipment, containers, etc.

21. "**Participation Agreement**" means this participation agreement to the Hawaiian Bros Agreement and all exhibits and attachments thereto.

22. "**Product of PepsiCo**" means any (i) Beverage which has a trademark owned by, licensed to, controlled by or distributed by PepsiCo, Inc. or any of its subsidiaries, affiliates or bottlers, or any entity or joint venture in which PepsiCo, Inc. or any of its subsidiaries, affiliates or bottlers, has at least a 50% ownership interest or (ii) non-Beverage that is marketed under a Beverage trademark described in (i).

23. "**Product Warranty and Indemnity**" means the terms and conditions set forth in the Product Warranty and Indemnity available at https://CokeURL.com/CCNAProductWarranty and incorporated herein by reference.

24. "**Quality Beverage Standards**" means the Quality Beverage Standards found at: https://CokeURL.com/CCNABeverageStandard and incorporated herein by reference.

25. "**Special Service Calls**" means any removal (unless already charged pursuant to the terms in Section 1.2 of Exhibit C or the removed Dispenser is replaced with another Company-provided Dispenser), remodel, relocation or reinstallation of Dispensers, installation or removal of ice makers, service caused by non-approved ice, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from exposure to the elements, misuse, abuse, failure to follow operating instructions, service caused by Competitive Beverages, or service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO2 or Fountain Syrup container was empty), or calls that are not the result of mechanical failure.

26. "**Tea**" means beverages whether hot or cold that are made from tea in any form of preparation, including, but not limited to, post-mix tea, tea leaves or tea powder.

27. "**Term**" is defined in the Effective Date and Term section.

28. "**Water**" means a Beverage marketed or labeled as any form or type of "water" or "fortified Water," and which may without limitation also be identified as "still," "sparkling," "filtered," "purified," "spring," "artesian," "well," "soda," "seltzer," "distilled," "mineral," "flavored," or "vitamin," and which may, without specific limitation, contain nutritive or non-nutritive sweeteners or flavorings, vitamins, minerals or caffeine but excludes water drawn from the public water supply. Water includes "aguas frescas" (i.e., Water flavored with fruit juice, flowers, horchata, spices, seeds or tea).

29. "**Year**" means each consecutive twelve month period during the Term, beginning with the first day of the Term, and any remaining period of time between the last full twelve-month period of the Term and the end of the Term

EXHIBIT C
STANDARD TERMS AND CONDITIONS

1. TERMINATION AND DAMAGES

1.1 Once both parties sign the Agreement, it may be terminated before the scheduled expiration date only in the following circumstances (i) either party may terminate the Agreement if the other party fails to comply with a material term or condition of the Agreement and does not remedy the failure within 90 days after receiving written notice specifying the non-compliance or (ii) Company may terminate the Agreement if, at any time during the Term or over the course of the Term, there is a transfer or closing of more than 20% of the Franchised Outlets or a transfer of more than 20% of the assets of Franchisee (alternatively, if there is a transfer or closing of more than 20% of the Franchised Outlets, then in lieu of termination, Company may elect to equitably adjust funding to reflect the diminished number of Franchised Outlets).

1.2 Upon expiration or termination, the marketing program will no longer be made available to Franchisee, and if applicable, Franchisee must return any Equipment (as defined in Company's Lease) owned by Company, and Company's standard terms and costs with respect to removal of such Equipment as outlined in the Lease shall apply. Upon expiration or termination, Franchisee must also repay all paid but unearned funding.

1.3 The parties acknowledge that in addition to the damages outlined above, either party may pursue other remedies or damages if the other party breaches the terms of the Agreement. Franchisee understands that the funding levels under this Agreement are based, in part, on projected volume, and therefore, in the event of breach or early termination of this Agreement, Company is entitled to seek damages based on the net profits of Company of the unfilled projected volume.

2. NON-COMPLYING OUTLETS. If any Franchised Outlet fails to comply with this Agreement, Franchisee will forfeit all funding earned by such Franchised Outlet for the period of non-compliance and Company may refuse to sell, or may limit the quantity of Beverages sold, to such Franchised Outlet. In the event the Franchised Outlet has not achieved compliance within 30 days from receipt of written notice of non-compliance, Company will have the option to terminate this program with respect to such Franchised Outlet on 30 days' additional written notice. In the event 10% or more of the Franchised Outlets fail to comply with this Agreement, Company will have the right to terminate this Agreement for breach, and the termination remedies set forth above will apply. Nothing in this paragraph will operate to restrict any of Company's other remedies in the event of a material breach by Franchisee.

3. GOVERNING LAW/ DISPUTE RESOLUTION. This Agreement will be governed by the laws of the State of New York. Should there be a dispute between Company and Franchisee relating in any way to the Agreement, the breach of the Agreement, or the business relationship of the parties, the parties agree that they will make a good faith effort to settle the dispute in an amicable manner. In the event of any dispute arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs and expenses of litigation. If litigation is pursued, the exclusive venue for such litigation will be in the federal or state courts located in New York, NY, and the parties agree to submit to the personal jurisdiction of the courts in the State of New York.

4. TRANSFERS, ASSIGNMENTS AND CLOSURES

If there is a transfer of more than 20% of the Franchised Outlets, or a transfer of more than 20% of the assets of Franchisee, and Company does not elect to terminate the Agreement under the "Termination and Damages" section above, then, at Company's election, Franchisee will cause the acquiring, surviving or newly created business to assume all of Franchisee's obligations under the Agreement (including the Lease for any Equipment) with regard to the acquired assets or business. For purposes of this Agreement, the effective date of any such transfer shall be the first day of the month immediately following the actual date of ownership transfer. The Agreement will not be otherwise assignable without the express written consent of Company. Company may assign all or part of its rights and obligations under this Agreement to any Company subsidiaries or any Company licensed bottlers. Nothing contained herein will be construed as a waiver of Company's termination rights pursuant to this Agreement.

5. TRADEMARKS. Neither Franchisee nor Company will make use of Company's or Franchisee's trademarks or logos (either alone or in conjunction with their or another party's trademarks or logos) without the prior written consent of that party, and all use of the other party's trademarks will inure to the benefit of trademark owner.

6. NO COMPETITIVE ADVERTISING. Unless otherwise permitted in the Agreement, (i) Franchisee will not depict, advertise, promote or merchandise any Competitive Beverages or non-Beverage products marketed under Beverage trademarks that are not Company Beverage trademarks (e.g., Gatorade Energy Bars) (collectively, "Competitive Products") anywhere in or in association with the Franchised Outlets and (ii) Franchisee will not enter into any agreement or relationship whereby any Competitive Products are associated in any advertising or promotional activity of any kind with Franchisee, the Franchised Outlets, or any of the trademarks of Franchisee. The Term "Competitive Products" does not include alcohol beverage products.

7. PRICING AND PAYMENTS. All prices quoted in this Agreement do not include, and Franchisee will be responsible for the payment of all taxes, deposits, handling fees, distributor markup, freight, platform upcharges, recycling fees, government related fees or costs and governmental taxes, tariffs, excises and/or other charges (except taxes on or measure by net income) that Company may be required to pay with respect to the production, sale or transportation of the products except where the law otherwise provides. Pricing is determined based on date of delivery. Company will not be required to make any payments to Franchisee until Franchisee, upon request, provides Company with documentation required to release payment (such as a W-9 and ACH form) and any delay in obtaining such documentation will correspondingly delay any of Company's payment deadlines. Company will hold such payment(s) for one (1) year from the date payment(s) is owed, after which, Company will retain such payment(s). Funding will be paid using Company approved forms of payment (currently ACH direct deposit). Product invoices and funding payments will be based on settled volume reported to Company by the Authorized Distributor and according to Company's fiscal calendar.

8. CONFIDENTIALITY. Neither party will disclose to any third party without the prior written consent of the other party, any information concerning this Agreement, including any subsequent renewal of this Agreement, or the transactions contemplated hereby, except for disclosure (i) to any attorneys or accountants involved in assisting with the negotiation and closing of the contemplated transactions, or (ii) to affiliates of Company including Company's bottlers, or (iii) as required by law. A party that makes a permitted disclosure must obtain assurances from the party to whom disclosure is made that such party will keep confidential the information disclosed and comply with the terms and obligations of this provision in the same manner as the parties are bound.

9. OFFSET. If Franchisee owes any amounts to Company under this or any other agreement, in addition to any other remedies it may have, Company may use funds due Franchisee to offset amounts due to Company under this or any other agreement. Excess equipment and service fees and costs and fair share charges, if any, will be deducted from earned funding.

10. FORCE MAJEURE. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: any act of God, strikes or work stoppages, war, terrorism, riots, acts of governmental authorities, shortage of raw materials or any other cause outside the reasonable control of the nonperforming party; provided, however, that Company may suspend or proportionately reduce funding payments to the extent that Franchisee is unable to fulfill its obligations hereunder. For avoidance of doubt, Force Majeure shall not include changes in market prices or conditions of a party's financial inability to perform its obligations hereunder.

11. WAIVER. The failure of either party to seek redress for the breach of, or to insist upon the strict performance of any term, clause or provision of the Agreement, will not constitute a waiver, unless the waiver is in writing and signed by the party waiving performance.

12. GENERAL WARRANTIES. Franchisee and Company each represent and warrant that they have the unrestricted right to enter into this Agreement and to make the commitments contained in this Agreement. In addition, each party represents that the person whose signature appears on the Agreement has the right to execute this Agreement on behalf of the party indicated. Franchisee represents and warrants that it will use Company's products only for their intended purpose and will comply with (i) all applicable laws and regulations (ii) all appropriate practices with respect to food safety including the storing, preparation and serving of food and potability of water, (iii) all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications and (iv) Company's Quality Beverage Standards available at https://cokeurl.com/ccnabeveragestandard and incorporated herein by reference.

13. RESALE AND PACKAGING. Franchisee will:

(i) not transfer or resell Company Beverages or Company Beverage packages to any other entity (other than Franchisee's own retail outlets or for the purpose of environmentally safe disposal) or for residential or home use;

(ii) only allow Company Fountain Beverages to be used with cups, glasses or other containers designed for reasonably immediate consumption and not for extended storage or with returnable bottles or similar containers;

(iii) not tamper with any Company Beverage or Company Beverage packages;

(iv) not repackage or transfer any Company Beverage into other containers without Company authorization or refill or reuse any Company Beverage container;

(v) notify Company promptly of any quality problem related to Company Beverages at 1-800-241-2653;

(vi) rotate stock of Company Beverages to ensure that they are used before their shelf life date;

(vii) not export Company Beverages or Company Beverage packaging without Company's expressed written consent; and

(viii) not directly or indirectly ship**,** distribute or sell any bottle/can products outside of the geographic scope of the Company's internally defined market unit in which such products were sold to Franchisee (Company will make the geographic scope of any such market unit available to Franchisee upon request).

14. CLAIMS FOR REBATE, DISCOUNT OR ALLOWANCE DISCREPANCIES.

In no event will Company accept any claims of discrepancies or errors in pricing or funding hereunder more than 1 year from the date of invoice with respect to pricing or payment with respect to funding. In support of any such claim, Franchisee will provide a detailed, written request specifying the particular product, the amount in dispute and reason for dispute, along with a true copy of the original invoice or payment and all other documents in support of the claim. Company will review each such claim in good faith and provide prompt responses to

each properly made claim. Franchisee will not withhold payments owing to Company regardless of the pendency of such a claim. If Franchisee withholds any payments, Company reserves the right to withhold funding due Franchisee. Company will work directly with the Franchisee to resolve any such claims, but will not interact with third-party auditors or contractors.

15. **CONSTRUCTION/SEVERABILITY**. This Agreement and any accompanying documents constitute negotiated agreements between the parties, and the fact that one party or its counsel, or the other, will have drafted this Agreement, any document or particular provision hereof will not be considered in the construction or interpretation of this Agreement, the documents or any provision hereof. If any term or provision of this Agreement is found to be void or contrary to law, such term or provision will be deemed severable, but only to the extent necessary to bring this Agreement within the requirements of law, from the other terms and provisions hereof, and the remainder of this Agreement will be given effect as if the parties had not included the severed term herein.

16. **THIRD PARTY BENEFICIARIES**. Franchisee and Company hereby expressly acknowledge and agree that this Agreement is for the sole exclusive benefit of the parties hereto, and no other third party is intended to or will have any rights hereunder, except that if Beverages are provided to Franchisee by an authorized bottler of Company under this Agreement, then all rights of Company under these Standard Terms and Conditions will be deemed to apply to both Company and such bottler(s), but bottlers will not be considered third party beneficiaries to this Agreement.

17. **INDEMNITY**. Franchisee will defend and indemnify Company, and their affiliates and each of their officers, agents, employees, directors, shareholders, successors, and assigns (hereinafter the "**Coca-Cola Indemnified Parties**") against, and hold the Coca-Cola Indemnified Parties harmless from, any and all third party claims, actions, suits, proceedings, and demands, and resulting damages, liabilities, and all reasonable costs and expenses, including, without limitation, the Coca-Cola Indemnified Parties' reasonable attorneys' fees and expenses, to the extent arising out of negligence or willful misconduct of Franchisee or its franchisees, if applicable, or Franchisee's or its franchisees', if applicable, failure to comply with this Agreement. This duty to defend and indemnify shall survive termination or expiration of this Agreement with respect to any claims or liability arising prior to such expiration or termination.

Company provides to Franchisee the Product Warranty and Indemnity available at https://cokeurl.com/ccnaproductwarranty and incorporated herein by reference, which will apply to all claims related to the use and consumption of Company Beverages. As to claims not related to the use and consumption of Company Beverages, Company will defend and indemnify Franchisee and its affiliates and each of their officers, agents, employees, directors, shareholders, successors, and assigns (the "**Franchisee Indemnified Parties**") against, and hold the Franchisee Indemnified Parties harmless from, any and all third party claims, actions, suits, proceedings, and demands, and resulting damages, liabilities, and all reasonable costs and expenses, including, without limitation, the Franchisee Indemnified Parties' reasonable attorneys' fees and expenses, to the extent arising out of negligence or willful misconduct of Company or Company's failure to comply with this Agreement. This duty to defend and indemnify shall survive termination or expiration of this Agreement with respect to any claims or liability arising prior to such expiration or termination.

18. **LIMITATION OF LIABILITY**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 1.3 AND WITH RESPECT TO INDEMNITY CLAIMS HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NEITHER PARTY WILL BE LIABLE FOR ANY ACTIONS OR OMISSIONS OF ANY THIRD PARTY, OTHER THAN A PARTY'S OWN EMPLOYEES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE REMEDIES SET FORTH IN THESE TERMS WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

19. **PRIVACY AND SECURITY REQUIREMENTS.** To the extent that either party collects, accesses, or processes the Personal Information (as defined below) of consumers in connection with the performance of this Agreement, Company represents and warrants that it shall comply with, and Franchisee represents and warrants that it shall comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of protected personal information, as defined by applicable law (referred to herein as "**Personal Information**"), including, but not limited to, data protected under applicable state and federal data privacy law(s) and the California Consumer Privacy Act, as amended or replaced from time to time; (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security including, if applicable, the Payment Card Industry Data Security Standard (**"PCI DSS"**); and (iii) applicable provisions of each party's respective written requirements, currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of Personal Information or applicable privacy policies, statements or notices (collectively, "**Privacy and Security Requirements**").

Neither party shall retain, use, disclose, or otherwise process Personal Information for any purpose other than for the specific purpose of performance under this Agreement, or as is otherwise permitted by applicable law, upon explicit agreement between the Parties, or with explicit permission from the individual to whom the Personal Information relates. Each party is prohibited from selling or otherwise receiving remuneration (absent explicit individual consent, as defined by applicable law) in exchange for any Personal Information, which either party collects, accesses, or otherwise processes pursuant to this Agreement.

20. **AUTOMATED CALLS and TEXT MESSAGES AS REQUIRED BY THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. § 227 and 47 C.F.R. §64.1200).** Franchisee understands that Company and/or service providers may contact Franchisee by text messaging and phone calls from an automated telephone dialing system and/or through artificial or prerecorded voice calls **regarding orders and service scheduling only.** Franchisee acknowledges that it is not required to consent to text messages or calls (directly or indirectly) as a condition of purchasing any goods or services from the Company. Unless indicated otherwise, Franchisee expressly consents to such communications and understands that it may opt-out by contacting the Company, at any time, by calling 1-800-520-2653.

a. **21.** **ADDITIONAL TERMS**. The terms and conditions of this Agreement will supersede all prior agreements between the parties relating to the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by authorized representatives of both parties. Company will not be bound by any standard or preprinted terms or conditions contained in Franchisee's purchase orders, acknowledgements, invoices, vendor allowance forms or other Franchisee forms, or counteroffers, that propose terms or conditions in addition to or differing from the terms and conditions set forth in this Agreement with respect to its subject matter. In addition, any terms and conditions on Franchisee's internet site to which agreement by Company is deemed or required in any manner, whether through an online electronic agreement, site use, click-through or otherwise, will be null and void and of no legal effect on Company.

EXHIBIT G
Edward Don Franchisee Participation Agreement - Smallwares

FRANCHISEE PARTICIPATION AGREEMENT

This Franchisee Participation Agreement (this "***Participation Agreement***") is entered into as of _____, between the undersigned ("***Franchisee***"), as operator of certain Hawaiian Bros Island Grill restaurants (the "***Franchisee Locations***") and Edward Don & Company (the "***Don*** "). Don and Hawaiian Bros Inc., a Delaware corporation ("***Hawaiian Bros***"), on behalf of itself and its wholly-owned subsidiaries are parties to that certain Distribution Capabilities and Proposal dated as of _____ (the "***Master Agreement***"), pursuant to which Don is an approved distributor of non-food supplies for the Hawaiian Bros Island Grill system (the "***System***"). All capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them under the Master Agreement.

Franchisee and Don agree as follows:

1. Binding Nature of the Master Agreement. Franchisee acknowledges and agrees: (i) Don's distribution of products to Franchisee's Hawaiian Bros Island Grill restaurants ("***Franchisee Locations***") will be subject and pursuant to the Master Agreement and (ii) to be bound by the terms of the Master Agreement, as amended from time to time between Don and Hawaiian Bros in accordance with the terms of the Master Agreement. Franchisee agrees to provide a list of its Franchisee Locations to Don from time to time upon request.

2. Term. This Participation Agreement will end upon (i) the termination or expiration of the Master Agreement, unless this Participation Agreement is earlier terminated under the terms of the Master Agreement, or (ii) Franchisee ceasing to be a franchisee of the System.

3. Inventory Management. Inventory stocking and management will be at Hawaiian Bros direction and discretion. If Hawaiian Bros becomes obligated to purchase any unique inventory, proprietary or logo items under the terms of the Master Agreement, Franchisee agrees that it will pay directly and promptly to Don such amount as Hawaiian Bros determines shall be allocated to Franchisee with respect to its Franchisee Locations.

4. Site Surveys; Reporting. Franchisee will participate in any site survey(s) approved by Hawaiian Bros that are to be conducted by Don at its Franchisee Locations to identify opportunities to provide product standardization, improved safety, operational efficiency and possible cost savings. Franchisee consents to Don including information regarding its Franchisee Locations in any reporting provided by Don to Hawaiian Bros or its affiliates under the Master Agreement.

5. Confidentiality. Franchisee agrees that all information as to source, quantity and price of goods and services shall be maintained in confidence and not be released to any third party without prior written consent of Don and Hawaiian Bros.

6. Miscellaneous. Subject to Section 1 regarding amendment of the Master Agreement, Franchisee and Don agree that no amendment to this Participation Agreement will be effective without the written consent of Hawaiian Bros. Hawaiian Bros is an intended third party beneficiary of this Participation Agreement.

Effective as of the date first above written.

FRANCHISEE	DON Edward Don & Company
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT H
Edward Don Franchisee Participation Agreement - Equipment

FRANCHISEE PARTICIPATION AGREEMENT

This Franchisee Participation Agreement (this "***Participation Agreement***") is entered into as of _____, between the undersigned ("***Franchisee***"), as an operator of certain Hawaiian Bros Island Grill restaurants, and Edward Don & Company, LLC ("***Don*** "). Don and Hawaiian Bros Inc., a Delaware corporation ("***Hawaiian Bros***"), are parties to that certain Master Agreement, dated as of March 8, 2021, as amended by that certain Amendment Number One (1) to Managed Foodservice Project Agreement (Exhibit B), dated as of February 14, 2023 (collectively, the "***Master Agreement***"), pursuant to which Don has agreed to sell certain foodservice equipment and certain items requiring custom fabrication for agreed upon prices to Hawaiian Bros and its affiliates. Don has agreed to extend the terms of the Master Agreement with respect to the purchase and sale of Equipment to franchisees of the Hawaiian Bros Island Grill system (the "***System***") in accordance with the terms of this Participation Agreement. All capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them under the Master Agreement.

Franchisee and Don agree as follows:

1. Binding Nature of the Master Agreement. Franchisee and Don acknowledge and agree that Franchisee may purchase Equipment, and Franchisee's purchase of Equipment will be, subject and pursuant to the terms of the Master Agreement, as the same may be amended from time to time between Don and Hawaiian Bros in accordance with the terms of the Master Agreement. Notwithstanding the foregoing, the parties acknowledge that Franchisee is not entitled to any rights under Exhibit B to the Master Agreement.

2. Term. This Participation Agreement will end upon (a) the termination or expiration of the Master Agreement, unless this Participation Agreement is earlier terminated under the terms of the Master Agreement, or (b) Franchisee ceasing to be a franchisee of the System.

3. Payment Terms. Notwithstanding anything to the contrary in Section 4 of the Master Agreement, Franchisee will need to complete a Don credit application and Don will set an overall credit limit and payment terms for Project Orders and replacement Equipment for Franchisee based on the information contained in such credit application.

4. Liability. Don and Franchisee agree that neither Hawaiian Bros nor any of its affiliates will be liable to Don for payments or other obligations owed to Don by Franchisee. Franchisee will be solely liable to the extent of any obligations of Franchisee arising under or in connection with this Participation Agreement or otherwise with respect to Franchisee's participation in the Master Agreement.

5. Indemnification. Don agrees to indemnify, defend, and hold harmless Franchisee and its officers, directors, managers, members, and employees from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonably attorneys' fees and costs), to the extent incurred in connection with or arising out of, or as a result of, (a) the negligence of Don or (b) any alleged or actual breach by Don of its warranties, representations, covenants, or obligations under this Agreement or in connection with a Project Order or the Equipment.

6. Confidentiality. Franchisee agrees that all information as to source, quantity and price of goods and services shall be maintained in confidence and not be released to any third party without prior written consent of Don and Hawaiian Bros.

7. Notices. Except as provided below, any notice, demand, request, consent, Project Quote, or other communication (each, a "Notice") that either party desires or is required to give to the other party must be in writing and delivered (a) in person or sent by overnight courier or first-class registered or

certified mail, postage pre-paid, return receipt requested, to the recipient party at the address set forth below, or (b) transmitted by facsimile or e-mail to the recipient party at the facsimile number or e-mail address set forth below (with satisfactory evidence of successful transmission). Any such communication will be deemed to have been delivered effective when received by the recipient thereof, provided that if sent by certified mail in the manner set forth above, it will be deemed to be delivered effective three (3) days after deposit in the United States mail, or, if sent by courier, facsimile or e-mail, it will be deemed to be delivered on the date of delivery or transmittal (with satisfactory evidence of successful delivery or transmittal).

If to Don:	Edward Don & Company, LLC Attn: Steve Jarvis 1878 Craigshire Road St. Louis, MO 63146 Phone: 954-882-5273 Email:stevejarvis@don.com
If to Franchisee:	_____ Attn: _____ _____ _____ Phone: _____ Email: _____

Either party may designate another mailing address, facsimile number or e-mail address for notice for itself at any time upon written Notice to the other party delivered in accordance herewith.

8. Miscellaneous. Subject to Section 1 regarding amendment of the Master Agreement, Franchisee and Don agree that no amendment to this Participation Agreement will be effective without the written consent of Hawaiian Bros. Hawaiian Bros is an intended third party beneficiary of this Participation Agreement.

Effective as of the date first above written.

FRANCHISEE	DON Edward Don & Company
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT I
IT Services and Support Agreement

IT SERVICES AND SUPPORT AGREEMENT

This IT SERVICES AND SUPPORT AGREEMENT ("Agreement"), effective as of _____ 202_____ ("Effective Date"), is made and entered into by and between Hawaiian Bros Franchising, LLC, a Missouri limited liability company ("Hawaiian Bros"), and _____, a _____, including its respective subsidiaries and/or affiliates owning one or more Hawaiian Bros Restaurants, as such term is defined in the applicable Franchise Agreement (collectively "Developer") (each a "Party", and together the "Parties").

WHEREAS, Developer and Hawaiian Bros have entered into a development agreement for rights to develop additional Hawaiian Bros Restaurants in the _____ development area(s); and

WHEREAS, Developer's operation of the Franchised Restaurant(s), as defined in the applicable Franchise Agreement, the Parties have made certain arrangements for Hawaiian Bros to provide IT services and support to Developer, and for Hawaiian Bros to pass through to Developer certain costs relating to Developer's operation of the Franchised Restaurant(s), each in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Hawaiian Bros and Developer hereby agree as follows:

1. **IT Products and Services**. Hawaiian Bros will arrange for Developer and the Franchised Restaurant(s) to access the third party products and services set forth on **Exhibit A** attached hereto (the "IT Products/Services"), and provide remote support for such IT Products/Services as described under IT Support as set forth on **Exhibit A** and in accordance with Hawaiian Bros support policies and procedures for the Franchised Restaurant(s) (the "IT Support"), subject to the limitations and conditions set forth in this Agreement. The Parties agree to cooperate with each other and the Providers listed on **Exhibit A** with respect to Developer's access to the IT Products/Services, and Developer agrees to execute and deliver such authorizations and other instruments as Hawaiian Bros or the Providers may reasonably require. Notwithstanding the foregoing or the Term (as defined herein), the Parties agree that (a) the IT Products/Services and IT Support will be provided to Developer with respect to each such Provider through the earlier to occur of (i) the expiration of the current term of Hawaiian Bros' agreement with the applicable Provider (as the same may be renewed, in Hawaiian Bros' sole discretion), or (ii) the relationship with such Provider is terminated (in Hawaiian Bros' sole discretion), and (b) that Hawaiian Bros has no obligation to maintain, and may amend or terminate without replacement, in its sole discretion, its current agreements or relationships with the Providers of the IT Products/Services or the support and services it provides with respect thereto. Hawaiian Bros will use commercially reasonable efforts to provide Developer with advance notice of changes to the Providers or the IT Products/Services, but any failure to provide such notice shall not affect Hawaiian Bros' right to unilaterally amend **Exhibit A** in accordance with this Agreement.

2. **IT Services and Support Fee**. In exchange for the IT Products/Services, Developer will pay to Hawaiian Bros an IT Services and Support Fee equal to Three Hundred Dollars ($300) per month per Restaurant. Hawaiian Bros will not be responsible for any out of pocket expenses incurred in connection with providing the IT Products/Services or the IT Support, including, without limitation, the cost of any hardware, software tools, services provided by third parties, travel expenses, handling and materials costs, and any unusual or special expenses incurred at Developer's specific request, and Developer shall pay the costs of the same, either directly to the applicable third party or, if Hawaiian Bros advances payment to such third party, promptly reimburse Hawaiian Bros for such costs, but in no event more than ten (10) days after Developer's receipt of an invoice from Hawaiian Bros. Developer is solely responsible for payment of all taxes, including sales, use, value-added or other taxes or levies in connection with this Agreement and the services and products provided hereunder except taxes imposed upon Hawaiian Bros' net income, and Developer will pay or reimburse Hawaiian Bros, upon invoice, for any taxes that Developer is required

to collect or pay upon the sale, license, or delivery of the products and services provided hereunder. Developer acknowledges and agrees that upon notice from Hawaiian Bros, it may be billed directly for any IT Products/Services by any Provider, and the parties agree to cooperate with each other and such Provider to provide information and execute documents as reasonably required for such Provider to bill Developer directly.

3. **Compliance**. At all times during the Term of this Agreement, Developer will comply with, and shall ensure that Developer's employees, officers, directors, independent contractors, and agents ("Personnel") comply with, all applicable laws and all terms and conditions of the agreements between Hawaiian Bros and the Providers for the IT Products/Services, including, without limitation, such Providers' software or other license agreements, confidentiality agreements, acceptable use policies, and data privacy and security policies. Developer is entirely responsible for the security and confidentiality of any account credentials they are provided (including any Personnel's credentials) other than intentional wrongdoing by Hawaiian Bros or its employees or representatives. Further, Developer is entirely responsible for any and all activities that occur under their accounts, even where their username, password, and other access information or codes are used by someone else.

4. **Ownership of Discoveries**. Except as otherwise set forth in this Agreement, Developer agrees that, as between Developer and Hawaiian Bros, all ideas, inventions (whether or not patentable), discoveries, designs, trademarks, copyrightable materials and other developments or improvements conceived, developed or first reduced to practice by Hawaiian Bros (including its personnel) alone, or jointly with others, as part of the performance of this Agreement (collectively "Discoveries") are and will remain the exclusive property of Hawaiian Bros. Except as otherwise set forth in this Agreement, Developer further covenants and agrees to assign to Hawaiian Bros all legal title to any patent or copyright it obtains in relation to such ideas, inventions, discoveries, designs, trademarks, copyrightable materials and other developments or improvements and to execute all documents and to take commercially reasonable steps to assist Hawaiian Bros to do all other legal and proper things necessary to obtain, maintain and enforce such patents or copyrights.

5. **Knowledge Capital**. Notwithstanding anything to the contrary contained in this Agreement, Hawaiian Bros will retain all right, title and interest in all of Hawaiian Bros' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, processes, including, without limitation, generally-applicable software and code (source and object) and related components, independently-developed software and code (source and object) and related components, and any patent, copyright, trademark, trade secret or other intellectual property rights in any of the foregoing (collectively, "Knowledge Capital"), whether possessed by Hawaiian Bros prior to, or acquired, developed, or refined by Hawaiian Bros (either independently or in concert with Developer) before, during or after the term of this Agreement and none of Hawaiian Bros' Knowledge Capital shall be transferred, assigned or conveyed to Developer under this Agreement. Developer acknowledges and agrees that Hawaiian Bros may provide services to itself, its affiliates, and third parties that may be the same or similar to the services provided to Developer under this Agreement using Hawaiian Bros' Knowledge Capital or otherwise.

6. **Level and Standard of Service**. Hawaiian Bros shall furnish the products and services described herein to Developer at substantially the same level, in substantially the same manner, and with the same duty of care and skill, in Hawaiian Bros' sole discretion, as Hawaiian Bros customarily furnishes such products and services to Hawaiian Bros Restaurants operated by its Affiliates. Notwithstanding anything herein to the contrary, all services provided by Hawaiian Bros under this Agreement will be provided to Developer remotely via telephone, email, or web conference/chat, or via remote access to Developer's system using remote access software selected by Hawaiian Bros. Developer acknowledges that the remote access software may contain technological measures designed to collect and transmit to Hawaiian Bros certain diagnostic, technical, usage, and related information, including, but not limited to,

information about Developer's computers, system, and network relating to or derived from Developer's use of the products and services provided under this Agreement. Developer agrees that Hawaiian Bros may collect, maintain, process, and use the information collected by the remote access software in the course of performing services under this Agreement, including, without limitation, sharing such information with the applicable Provider, and all or portions of the remote access software may remain on Developer's network/system/computers during the Term of this Agreement. EXCEPT FOR THE EXPRESS WARRANTY STATED IN THIS SECTION 6, ALL PRODUCTS AND SERVICES ARE PROVIDED AND PERFORMED ON AN "AS IS", "WHERE IS" BASIS. HAWAIIAN BROS MAKES NO ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE OR COMPATIBLE WITH SUBSEQUENT VERSIONS OF RELEVANT SOFTWARE.

7. **Limitation of Liability**. HAWAIIAN BROS WILL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF HAWAIIAN BROS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. HAWAIIAN BROS' AGGREGATE LIABILITY UNDER (OR FOR BREACH OF) THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE TO HAWAIIAN BROS FOR THE PORTION OF THE SERVICES GIVING RISE TO SUCH LIABILITY. No action may be brought against either Party under this Agreement or otherwise more than six (6) months after the time when the cause of action arose.

8. **Term and Termination**. The term of this Agreement shall commence on the Effective Date and shall terminate after a term of one (1) year (the "Term"), unless earlier terminated as provided herein. The Parties acknowledge and agree that if Hawaiian Bros, in its sole discretion, develops a new fee-based IT service agreement for the System, as defined in the Franchise Agreement (a "Future IT Service Offering") during the Term of this Agreement, this Agreement will terminate upon ten (10) days written notice to Developer, and upon such termination, Developer will be required to participate in the Future IT Service Offering at the Franchised Restaurant(s) in accordance with the terms thereof, including, but not limited to, executing Franchisor's then-current form of agreement and paying the corresponding fees for the Future IT Service Offering. Upon termination of this Agreement, all fees and other obligations of the Parties shall cease, except those obligations that accrued prior to the effective date of termination of this Agreement and those obligations that by their terms or nature continue after termination of this Agreement.

9. **IT Service Fee**. During the Term, Developer will pay Hawaiian Bros a fee in exchange for services provided by Hawaiian Bros hereunder in the amount of three hundred dollars ($300) per month per Franchised Restaurant ("IT Service Fee") beginning on the Scheduled Opening Date (as defined in the applicable Franchise Agreement). Hawaiian Bros will invoice Developer for the IT Service Fee, and Developer will promptly pay such invoices no later than ten (10) days after Developer's receipt thereof.

10. **Restrictions on Hiring**. Developer recognizes and acknowledges that Hawaiian Bros has made, and will hereafter make, substantial investments in the training of its personnel. Accordingly, Developer agrees that, during the Term of this Agreement and for a period of one (1) year following its termination (regardless of the reason for termination), without Hawaiian Bros' prior written consent, it will not directly or indirectly (a) hire anyone who is or was employed by Hawaiian Bros any time during the Term hereof who has had direct contact with Developer under this Agreement in the course of providing the services, or (b) cause or seek to cause any such employee to terminate his or her employment relationship with Hawaiian Bros in order to work for another; provided that the foregoing restriction shall

not apply to any such employee who discontinued employment with Hawaiian Bros more than one (1) year prior to the occurrence of an event described in (a) or (b) of this Section 10. Developer acknowledges and agrees that the foregoing restriction is fair and reasonable and is reasonably required for the protection of Hawaiian Bros' business. Developer specifically acknowledges and agrees that in the event it breaches the above hiring restriction, it would cause irreparable harm to Hawaiian Bros. Accordingly, Developer agrees that in the event of a breach or threatened breach of said restriction, Hawaiian Bros shall be entitled to an injunction restraining Developer from such breach or threatened breach without the necessity of posting a bond. Nothing contained herein shall be construed to prohibit Hawaiian Bros from pursuing any other remedies available to it for Developer's breach or threatened breach, including recovery of damages.

11. **Independent Contractor Relationship**. Developer retains Hawaiian Bros hereunder only for the purposes of and to the extent set forth in this Agreement. Hawaiian Bros and the employees of Hawaiian Bros furnishing services to Developer pursuant to this Agreement are at all times doing so as independent contractors of Developer and in no event shall such employees of Hawaiian Bros be considered employees of Developer.

12. **Governing Law and Arbitration**. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any breach, threatened breach or other dispute between the parties under this Agreement, the matter shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The selection of the arbitrator shall be made in accordance with such commercial arbitration rules and such arbitration proceedings shall be assigned to and administered by the American Arbitration Association and held in Kansas City, Missouri. The parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach or dispute of this Agreement and further consent to the issuance of a temporary restraining or a preliminary or permanent injunction to prohibit the breach or threatened breach of any provision of this Agreement or to maintain the status quo pending the outcome of any arbitration proceeding which may be initiated. The parties further agree that, in addition to all other remedies, the arbitrator(s) shall be empowered to enforce this Agreement by specific performance, injunction or other equitable remedy.

13. **Amendment and Waiver**. This Agreement may not be altered or amended except by written instrument executed by both Parties. The waiver by either Party of breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof.

14. **Force Majeure**. Notwithstanding anything in this Agreement to the contrary, each Party shall be excused for any failure to perform its obligations hereunder if and to the extent that such failure is directly or indirectly caused by an occurrence commonly known as force majeure including, without limitation, delays arising out of acts of God, acts or orders of a government, agency or instrumentality thereof (whether of fact or law), acts of public enemy, riots, embargoes, strikes or other concerted acts of workmen (whether a Party or other persons), casualties or accidents, deliveries of materials, transportation or shortage of cars, trucks, fuel, power, labor or materials, or any other causes, circumstances or contingencies within or without the United States of America, which are beyond the control of the affected Party. Notwithstanding any events operating to excuse a Party's performance, this Agreement shall continue in full force for the remainder of its term.

15. **Notices**. All notices, statements, demands, requests, consents, approvals and authorizations required under this Agreement or by law by either Party to the other shall be in writing and shall be sufficiently given and served upon the other Party if personally served, or sent by registered or certified

mail, return receipt requested, postage prepaid, or by reasonably reliable courier service providing overnight or sooner delivery, postage prepaid, and addressed as follows:

To Hawaiian Bros: Hawaiian Bros Franchising, LLC
Attn: President
720 Main Street
Kansas City, MO 64105

To Developer: _____
_____
_____
_____

Either Party may change its address for notice purposes by giving notice thereof in the manner set forth in this Section.

16. **Miscellaneous**. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. For avoidance of doubt, nothing contained herein shall be interpreted as a waiver of any rights between the Parties or their respective affiliates pursuant to any franchise or other agreement entered into with respect to Developer's operation of the Franchised Restaurant(s). The Exhibits hereto are an integral part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the respective benefit of the parties hereto and their respective successors and assigns. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the remainder of this Agreement shall not be affected thereby and shall be enforceable to the greatest extent permitted by applicable law. Neither the rights nor obligations arising under this Agreement are assignable, delegable or transferable by Developer, and any attempt to take that action will be void and without effect, except with the prior written approval of Hawaiian Bros.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts, each of which shall be deemed an original but together constitute the same instrument, effective as of the day and year first above written.

"Hawaiian Bros":	"Developer":
Hawaiian Bros Franchising, LLC a Missouri limited liability company	_____ a _____
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT A to IT Services and Support Agreement

IT Products/Services and IT Support

Provider	Product/ Service	Comments	Supported by HBros IT	IT Support
CrunchTime!	Food Cost/Inventory & Ordering	Includes direct electronic ordering and receiving with Sysco.	Yes	1. Configure and update CrunchTime database, including recipes, ingredients, Sysco order guide 2. Configure and update users as required 3. Configure and update configurations with integration partners including Toast and Sysco 4. Assist Territory Directors and management teams in troubleshooting food cost and inventory issues. 5. Assist Franchisee and CrunchTime in troubleshooting system issues
Door Dash Storefront	Online Ordering and Mobile Ordering	Includes credit card payment processing and settlement through Doordash and driver dispatch if delivery selected for order.	Yes	1. Configure and update users as required. 2. Full initial configuration of system for stores including menu items, pricing, tax, store business information via Toast integration 3. Configure and support all integrations including Toast, Paytronix and Tattle 4. Support restaurants and troubleshoot systems issues
Harri (USA) LLC	Workforce management software		No	N/A
HME/Sound Products	Drive Thru Tech + Tracking Software	Drive-Thru Intercoms Speed-of-Service Timers, Vehicle Detection	Yes	1. Configure and update users as required 2. Assist Sound Products and HME in troubleshooting system issues

Mood Media/ Sound Product	In Store Music	Background music and sound systems	Yes	1. Configure and update users as required 2. Assist Sound Products and HME in troubleshooting system issues
Loomis	Safes/ Cash Manage ment	Adopt agreement for remainder of term. Will discuss process and parameters with Loomis.	No	N/A
Lunchbox – Implementation Q2 2025.	Concierge and Online Catering Ordering	Provides order entry channels for person-to- person catering orders as well as self-service online catering orders. Includes credit card payment processing and settlement and driver dispatch if delivery selected for order through the Lunchbox platform.	Yes	1. Configure and update users as required. 2. Full initial configuration of system for stores including menu items, pricing, tax, store business information via Toast integration 3. Configure and support all integrations including Toast, Paytronix and Tattle 4. Support restaurants and troubleshoot systems issues
NetFortris	Internet Services to All Stores	Managed Service Provider for primary and secondary internet services to stores. Monitoring and remediation of internet service issues and outages. Aggregator of monthly fees and invoices.	Yes - near term	1. Configure and update store wi-fi, network and Internet connectivity. 2. Configure and update users/access as required 3. Support store management teams in troubleshooting and resolving network, wi-fi and internet issues 4. Partner with NetFortris to monitor and resolve internet services and issues 5. Work with Toast to resolve any network issues impacting the POS system 6. HBros provides assistance to NetFortris if NetFortris help desk is unable to resolve an issue.
Ninety.IO (EOS)	Level 10 Meetings for all Stores	An innovative platform that simplifies building the organizations by helping teams work more effectively together	Yes	Configure and update users as required until franchisee is able to self-manage.

Omada	Remote Network Access & Monitoring	Recommend continued use for transition and near term to minimize change risk.	Yes – near term	1. Monitor and troubleshoot wi-fi network and internet issues in the stores. 2. HBros provides initial support until another service provider takes over if an issue requires escalation.
Paytronix	Loyalty/ gift Cards	Provides gift card management, customer engagement solutions and loyalty programs	Yes	1. Configure and update users as required. 2. Full configuration of system for stores including loyalty and gift card configurations and business information 3. Configure and support all integrations including Toast, and Tattle 4. Support restaurants and troubleshoot systems issues
RingCentral	Phones/VOIP Services		Yes	1. Configure and update users as required. 2. Configure and update configuration of system for stores as required. 3. Support restaurant and troubleshoot systems issues. 4. Manage support from RingCentral as required. 5. HBros provides assistance to RingCentral if RingCentral help desk is unable to resolve an issue.
Shield KC/ Alarm.com	Security/Surveillance Monitoring Services & Support	Alarm.com rep; overall security mgt providing customized security solutions: security systems, alarm monitoring systems, security camera; walk-in cooler temperature monitoring systems	Yes	1. Configure and update users as required. 2. Configure and update configuration of system for stores as required 3. Support restaurants and troubleshoot systems issues 4. Manage support from Shield and Alarm.com as required 5. HBros provides assistance to Shield or Alarm.com if Shield or Alarm.com help desk is unable to resolve an issue.

Toast	Point of Sale	Includes credit card payment processing and settlement.	Yes	1. Configure and update users as required until franchisee is prepared to self-maintain. 2. Full configuration of system for stores including menu items, pricing, tax, store business information 3. Configure and support all integrations including, Direct DSP Integrations, Paytronix and Tattle 4. Support restaurants and troubleshoot systems issues 5. Coordinate support from Toast as required 6. HBros provides assistance to Toast if Toast help desk is unable to resolve an issue.

EXHIBIT J
Gift Card Program Agreement

GIFT CARD PROGRAM AGREEMENT

This GIFT CARD PROGRAM AGREEMENT (the "**Agreement**") is entered into as of _____ , 20_____, by and between HBGC, LLC, a Florida limited liability company ("**GIFTCO**"), and _____, a _____ ("**PARTICIPANT**").

WITNESSETH:

WHEREAS, GIFTCO is in the business of selling Gift Cards (as defined below) and providing related Gift Card management services;

WHEREAS, GIFTCO operates a gift card program pursuant to which customers of Hawaiian Bros Island Grill restaurants ("**Restaurants**") may purchase and redeem Gift Cards at participating Restaurants (the "**Gift Card Program**"); and

WHEREAS, PARTICIPANT desires to participate in the Gift Card Program and use the services of GIFTCO in connection with the conduct of its business activities related to the Gift Card Program on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definition**. As used in this Agreement, the term "**Gift Cards**" means all physical, digital or electronic gift certificates, gift cards and similar prepaid products evidencing obligations to provide food, products, goods or services.

2. **Sale and Redemption of Gift Cards**. PARTICIPANT elects to participate in the Gift Card Program and, as agent for GIFTCO, to offer Gift Cards for sale in exchange for cash, credit card, check or other form of payment as may from time to time be authorized by GIFTCO. PARTICIPANT agrees to accept Gift Cards with a stored value presented at such PARTICIPANT'S Restaurant(s) and to redeem the value stored on such Gift Cards toward the purchase of goods and services at PARTICIPANT'S Restaurant(s) the same as if presented in United States currency. If a customer of a PARTICIPANT requests that any remaining balance on a gift card following a purchase be redeemed for cash, PARTICIPANT shall honor such request only to the extent required by applicable law or GIFTCO's policy consistent with its terms and conditions.

3. **Gift Card Program Administration**. PARTICIPANT acknowledges and agrees that GIFTCO will manage and administer the Gift Card Program in its discretion as it deems appropriate, including but not limited to: (a) entering into and managing contracts with vendors for the tracking and settlement functions associated with the Gift Card Program; and (b) establishing policies and procedures with respect to all aspects of the Gift Card Program. PARTICIPANT agrees to execute and deliver such authorizations and other instruments as GIFTCO may reasonably require in connection with PARTICIPANT's participation in, or GIFTCO's administration of, the Gift Card Program.

4. **Payments; ACH Transfers**. Without limiting any other terms of this Agreement and subject to any applicable policies and procedures established pursuant to Section 3, PARTICIPANT will remit to GIFTCO all funds paid to it for the sale of Gift Cards and GIFTCO will pay PARTICIPANT funds

for the amount of any Gift Card redeemed by PARTICIPANT, less the Program Adjustment Amount. GIFTCO, directly or through its service provider(s), will facilitate cash transfers (debits and credits) between PARTICIPANT's bank account and GIFTCO's bank account on such schedule as determined by GIFTCO to the extent of Gift Card activations, redemptions, and other transactions requiring the transfer of cash. PARTICIPANT is responsible for any charges imposed by PARTICIPANT's bank, any governing authority, or any other loss or expense arising out of or incurred in connection with automated electronic withdrawals, deposits, transfers or insufficient funds (including reasonable attorneys' fees) with respect to PARTICIPANT's participation in the Gift Card Program. PARTICIPANT agrees to maintain sufficient funds in its accounts to cover the ACH gift card settlement process. PARTICIPANT will complete and sign an ACH authorization form, in the form required by GIFTCO or its service provider(s), and will send the original to PARTICIPANT'S bank and a copy to GIFTCO or its applicable service provider(s), as applicable.

5. **Program Adjustment Amount**. As part of the Gift Card settlement process, GIFTCO may reduce the amount due to PARTICIPANT for the redemption of Gift Cards by a percentage or flat fee, the amount of which will be reasonably determined by GIFTCO (the "**Program Adjustment Amount**"), to recoup Losses incurred by GIFTCO in the operation of the Gift Card Program. GIFTCO will periodically, but no more frequently than annually, determine and communicate to PARTICIPANT the Program Adjustment Amount. PARTICIPANT acknowledges that the Program Adjustment Amount may result in GIFTCO recovering more or less than GIFTCO's actual Losses with respect to any particular period. "**Losses**" includes losses, costs, expenses, and rebates, discounts and similar incentives extended to third parties, whether anticipated, estimated or actual.

6. **Confidentiality**. PARTICIPANT acknowledges that it may be provided access to confidential information of third party vendors that provide services with respect to the Gift Card Program, and that GIFTCO may be bound by confidentiality obligations with respect to such confidential information under its agreements with such vendors (the "**Confidentiality Obligations**"). Accordingly, PARTICIPANT agrees that it will be bound by and comply with the provisions of any Confidentiality Obligations to the same extent as if PARTICIPANT were a party to such agreements.

7. **Issuer**. The parties recognize and agree that GIFTCO is the issuer and obligated for the value of all Gift Cards and that PARTICIPANT is merely acting as agent of GIFTCO for selling and redeeming Gift Cards.

8. **Indemnity**. PARTICIPANT agrees to indemnify, defend and hold harmless GIFTCO from and against any and all damages, losses, liabilities, claims, or causes of action (including attorneys' fees incurred in the enforcement of this indemnification) (collectively, "**Losses**") arising out of or related to the offer, sale, redemption or any use of Gift Cards at Restaurants operated by PARTICIPANT or otherwise in connection with PARTICIPANT'S participation in the Gift Card Program, except to the extent such Losses result from the willful misconduct or gross negligence of GIFTCO. This Section will survive the termination of this Agreement.

9. **Duration**. This Agreement shall continue until (a) PARTICIPANT no longer owns or operates any Restaurant pursuant to a valid franchise agreement with the franchisor of the Hawaiian Bros Island Grill restaurant system, or (b) it is terminated by GIFTCO giving 30 days' advance written notice of termination to PARTICIPANT.

10. **Modification**. This Agreement may not be amended or modified except by a written agreement signed by GIFTCO and PARTICIPANT.

11. **Relationship of Parties**. Except as expressly set forth herein, neither party is, nor shall either party hold itself out as, an agent, legal representative, partner, or employee of the other party. Except as expressly set forth herein, neither party shall have the right or power to bind or obligate the other party in any way, manner or thing whatsoever or represent that it has any right to do so.

12. **Compliance with Laws; Severability of Provisions**. The parties do not intend to violate any applicable law. Accordingly, if any section, sentence, paragraph, or clause hereof is in violation of any law, such sentences, paragraphs, or clauses shall be inoperative and the remainder of this Agreement shall remain binding upon the parties.

13. **Waiver**. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. No waiver by either party of any provision of this Agreement, or of any breach or default thereof, shall constitute a continuing waiver of such provision, breach or default or a waiver of any other provision, breach or default of this Agreement.

14. **Entire Agreement**. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter and merges all prior or contemporaneous discussions between them.

15. **Headings**. Paragraph headings used in this Agreement are not to be deemed to be part of this Agreement, but are for convenience only and do not affect or limit the meaning of the language of the paragraphs.

16. **Governing Laws**. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any conflicts of law rule or principle that might require the application of another jurisdiction.

17. **Binding Effect; Assignment**. This Agreement is binding on, and will inure to the benefit of, the parties, their successors, and permitted assigns. PARTICIPANT may not assign this Agreement in whole or in part without the prior written consent of GIFTCO.

18. **Counterparts; Electronic Transmission**. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission, or an electronic signature on this Agreement, will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

"GIFTCO"

HBGC, LLC

By: _____
Name: _____
Title: _____

"PARTICIPANT"

[INSERT]

By: _____
Name: _____
Title: _____

EXHIBIT K
Operations Manual – Table of Contents

Operations Manual

Table of Contents

#	Section	Est. Pages / Runtime
1	**Brand Identity, Values & Marketing Standards**	33 pages
2	**Hawaiian Bros Development**	65 pages
3	**Training & Development**	Crew: ~3.5 hrs Mgmt: ~5 hrs 82 pages
4	**Restaurant Systems & Technology**	300 pages
5	**Operating Standards**	500 pages
6	**People, Culture & Staffing**	75 pages
7	**Food Safety & Sanitation**	75 pages
8	**Team Member & Guest Safety**	55 pages
Total Estimated Pages (print & PDF materials)		**1,185+**

Page counts reflect print and PDF materials only. Section 3 is delivered as video modules and Learning Paths via Schoox LMS; runtimes reflect content available as of publication date.

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EXHIBIT L
List of Franchisees

Franchisee	Restaurant Address				Restaurant Telephone Number
Ohana Bentonville LLC	1001 SW Regional Airport Blvd	Bentonville	AR	72712	(479) 316-6465
Ohana Springdale LLC	4515 W. Sunset Ave.	Springdale	AR	72762	(479) 396-5900
Stine Ventures, LLC	7322 W Bell Road	Glendale	AZ	85308	(623) 292-2284
Stine Ventures, LLC	203 S Wilmot Rd	Tucson	AZ	85711	(520) 391-4341
Stine Ventures, LLC	4445 E. Thomas Rd.	Phoenix	AZ	85018	(602) 887-4611
Stine Ventures, LLC	236 E. Bell Rd	Phoenix	AZ	85022	(602) 726-2336
Stine Ventures, LLC	4520 E. Cactus Road	Phoenix	AZ	85032	(480) 841-5090
Stine Ventures, LLC	9802 W. McDowell Road	Phoenix	AZ	85037	(623) 352-0574
Stine Ventures, LLC	1346 S. Rural Road	Tempe	AZ	85281	(480) 550-8593
Bravehart Hospitality Group, LLC	2955 E 53rd St	Davenport	IA	52807	(563) 588-8006
Bravehart Hospitality Group, LLC	1005 SE Alice's Rd	Waukee	IA	50263	(515) 340-8911
Ohana Manhattan LLC	325 East Poyntz Ave	Manhattan	KS	66502	(785) 229-0079
Ohana Wichita East LLC	1360 N Greenwich Rd.	Wichita	KS	67206	(316) 618-9163
NKC ENTERPRISES #1, LLC	16171 Stevens Pointe Circle	Gretna	NE	68028	(402) 282-8582
DKPM Investments Corporation	704 N 114th Street	Omaha	NE	68154	(402) 909-0808
Rock Hawaiian LLC	6071 W. Craig Road	Las Vegas	NV	89130	(702) 783-7270
ZT ORG YUKON LLC	1603 Garth Brooks Blvd	Yukon	OK	73099	(405) 766-6009
Sequoyah Hospitality LLC	5118 Hixson Pike	Hixson	TN	37343	(423) 471-4811
Rock Hawaiian LLC	7929 Pat Booker Rd	Live Oak	TX	78233	(210) 308-5533
Rock Hawaiian LLC	1439 NI-35	San Marcos	TX	78666	(737) 204-2628
Rock Hawaiian LLC	20471 I-35	Kyle	TX	78640	(512) 270-4918
Stine Ventures, LLC	5501 Slide Road	Lubbock	TX	79414	(806) 696-3644

Franchisee	Restaurant Address				Restaurant Telephone Number
Stine Ventures, LLC	2220 S Loop 288	Denton	TX	76205	(817) 231 0116
Stine Ventures, LLC	2301 N Tarrant Pkwy	Fort Worth	TX	76177	(817) 345 6957
Stine Ventures, LLC	1495 Precinct Line Rd	Hurst	TX	76053	(817) 438 0975
Stine Ventures, LLC	4732 Bryant Irvin Rd	Fort Worth	TX	76132	(817) 345 6418
Stine Ventures, LLC	11560 Dallas Pkwy	Frisco	TX	75033	(214) 493 4223
Stine Ventures, LLC	8820 FM 423	Frisco	TX	75036	(214) 383 8354
Stine Ventures, LLC	3825 Belt Line Rd	Addison	TX	75001	(469) 324 4221
Stine Ventures, LLC	6011 Greenville Ave	Dallas	TX	75206	(214) 206 8646
Stine Ventures, LLC	810 W Stacy Rd	Allen	TX	75013	(214) 390 2169
Stine Ventures, LLC	3101 Lakeview Pkwy	Rowlett	TX	75088	(214) 281-3400
Stine Ventures, LLC	749 W Main Street	Lewisville	TX	75067	(469) 312-1588
Stine Ventures, LLC	6915 S Broadway Ave	Tyler	TX	75703	(430) 266-1155
Stine Ventures, LLC	3320 W Loop 250	N Midland	TX	79707	(432) 256-4141
Stine Ventures, LLC	2060 N Coit Rd	Richardson	TX	75080	(972) 402 5340
Stine Ventures, LLC	4301 Kemp Blvd	Wichita Falls	TX	76308	(940) 758-5896
Stine Ventures, LLC	825 South 6th Street	Waco	TX	76706	(254) 294-3911
Island Oasis	5633 S Padre Island	Corpus Christi	TX	78412	(361) 415-8282

Franchisees That Left the System

Franchisee	Restaurant Address				Restaurant Telephone Number
Stine Ventures, LLC	203 FM 544	Murphy	TX	75094	(972) 437-8440

EXHIBIT M
State Specific Addenda

Reserved.

EFFECTIVE DATES OF STATE REGISTRATIONS

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Effective
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing programs.

RECEIPT

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

If Hawaiian Bros Franchising, LLC ("HB Franchising") offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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.

North Dakota requires that we give you this disclosure document at least 7 days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If HB Franchising 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.

The franchisor is Hawaiian Bros Franchising, LLC, located at 720 Main Street, Kansas City MO, 64105. Its telephone number is (816) 569-9663.

The franchise seller for this offering is Grant Kreutzer, located at 720 Main Street, Kansas City, MO, 64105. His/her telephone number is 720-320-4898.

The issuance date is May 5, 2026.

HB Franchising authorizes the respective agent identified on Exhibit D to receive service of process for HB Franchising in the particular state.

I received a disclosure document dated May 5, 2026 that included the following Exhibits:

A. Financial Statements
B-1. Franchise Agreement
B-2. Addendum to Franchise Agreement (Reduced Royalties)
C. Development Agreement
D. Agents for Service of Process
E. Sysco Participation Agreement
F. Coca-Cola Participating Franchisee Agreement
G. Edward Don Franchisee Participation Agreement – Smallwares
H. Edward Don Franchisee Participation Agreement – Equipment
I. IT Services and Support Agreement
J. Gift Card Program Agreement
K. Operations Manual – Table of Contents
L. List of Franchisees
M. State Specific Addenda

Date: _____

_____
Prospective Franchisee Signature
Print Name: _____
Address: _____

Individually and as _____
of _____

Please insert the name, address and telephone number of the franchise seller in the space above.

(Your Copy. Sign, date and retain.)

RECEIPT

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

If Hawaiian Bros Franchising, LLC ("HB Franchising") offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Date: _____

_____
Prospective Franchisee Signature
Print Name: _____
Address: _____

Individually and as _____
of _____

Please insert the name, address and telephone number of the franchise seller in the space above.

(Our Copy. Sign, date and return to us by mailing it to _____ at _____ or by faxing a copy to _____ at _____.)