FRANCHISE DISCLOSURE DOCUMENT

HELLO FRANCHISE, LLC
10272 S. Harlem Avenue
Bridgeview, IL 60455
Telephone: 708-506-9904
Email: info@helloshawarmausa.com
Website: www.helloshawarmausa.com

The franchise offered is for the establishment and operation of a HELLO SHAWARMA restaurant that offers beef, lamb and chicken shawarma, served in sandwiches or bowls, appetizers, sides, beverages and other related menu items in a customer friendly setting. ("Shawarma Restaurant").

The total investment necessary to begin operations of a Shawarma Restaurant is $508,000-$656,000. This includes $60,000 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Muayad Abunijmeh at info@helloshawarmausa.com or by telephone at 708-506-9904.

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.

Date of Issuance: July 1, 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.
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 D 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 Shawarma Restaurant 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 Shawarma Restaurant franchisee?	Item 20 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*

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

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

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

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

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

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

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

Some States Require Registration

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

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 mediation, arbitration and/or litigation only in Illinois. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.

2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

FOR THE 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.

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This will 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 will include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This sub Section 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 will not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection
Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 335-7567

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EXHIBITS

Item 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document ("Disclosure Document"), "we," "us" or "our" means Hello Franchise, LLC the franchisor. "You" or "your" means the person who buys the franchise. We are an Illinois Limited Liability Company organized on August 14, 2024. We do business in our own name. Our principal address is 10272 S. Harlem Avenue, Bridgeview IL 60445. We have two affiliates. Hello Shawarma, Inc., is an Illinois Corporation organized on September 29, 2022, whose principal address is the same as ours. ("HSI"). HSI has operated a full service fast food restaurant under the service mark Hello Shawarma® and logo since April 2023, as well as a second non-Middle Eastern fast food concept. Our affiliate 8549 Beloit LLC is an Illinois Limited Liability Company organized on September 23, 2024 ("8549 B"). Its principal place is a warehouse located at 8549 Beloit Avenue, Bridgeview, IL 60455.

Our agents for service of process are disclosed in Exhibit A.

We began to offer franchises for Hello Shawarma Restaurants in 2025. We do not operate businesses of the type being franchised here, but reserve the right to do so. We have no other business activities.

This Disclosure Document is for the offer and sale of an individual Hello Shawarma Restaurant ("Shawarma Restaurant") to be operated from one location. A Shawarma Restaurant is typically between 2,500 and 3,000 square feet, and offers chicken, beef, and lamb shawarma, appetizers, and food and beverage menu items in a welcoming atmosphere. You will also be able to offer delivery, takeout and limited catering. The method of customer payment will be by credit card, or through a phone app. The Shawarma Restaurant will operate as a cashless business.

You will be required to operate your Shawarma Restaurant under the Hello Franchise, LLC Franchise Agreement, attached here as Exhibit B and the Hello Franchise, LLC Operations Manual whose Table of Contents is attached here as Exhibit C.

Restaurants offering middle eastern cuisine, especially shawarma, are a very well-developed business concept in the United States. This includes both fast food quick service as well as more formal restaurants. Direct competition will come from other similar restaurants, restaurant chains, franchises, Mom and Pop operations, as well as other businesses like food trucks, and grocery stores that sell some types of similar food. We will require you to comply with all local, state and federal health and sanitation laws in the operation of your Shawarma Restaurant. This includes your food license, which must be in force at all times you operate your Shawarma Restaurant. There will be no smoking permitted inside your Shawarma Restaurant. No form of alcoholic beverages will be offered, served or are permitted in your Shawarma Restaurant. You will be required to comply with the Americans with Disabilities Act. We urge you to make further inquiries about these laws, and any others that may apply in your locale. If a governmental emergency order applies to you in the state where you operate, you must comply with that order, even if it means closing your Shawarma Restaurant to the public.

Neither we, HSI nor 8549B have offered franchises in any other line of business, and neither we nor they intend to offer franchises in any other line of business.

The Corporate Transparency Act may apply to your business. Consult your own lawyer or accountant to learn more about this filing, and whether it is applicable to your business.

Item 2: BUSINESS EXPERIENCE

Managing Manager: Muayad Abunijmeh

Mr. Abunijmeh has been our Managing Member since our inception in August 2024, is our Vice President of Operations and Training; has worked in all aspects of a Hello Shawarma restaurant; has been the General Manager of our HSI since its inception in September 2022, and has been a manager of 8549B since its inception in September 2024. Mr. Abunijmeh is located in and performs these services in Bridgeview, IL. From 2018 to September 2022. Mr. Abunijmeh was employed outside the United States working primarily in restaurants that served Middle Eastern cuisine.

Manager: Mahmmod Abunajma

Mr. Abunajma has been our Manager since our inception in August 2024, is Vice President and Director of Sales, has worked in all aspects of a Hello Shawarma restaurant, and has been a manager of 8549B since its inception in September 2024. From September 2022 to present, Mr. Abunajma has been employed by HSI From February 2017 to September 2022, Mr. Abunajma was employed by Atef & Ahmed, Inc. (an Illinois Corporation), dba Hello Hookah Delivery ("HHD"). Mr. Abunajma is located in and performs these services in Bridgeview, IL.

Manager: Mohammad Naser

Mr. Naser has been our President and a Manager since our inception in August 2024, and has been the President of HSI since its inception in September 2022; and has been a manager of 8549B since its inception in September 2024. Mr. Naser also holds a minority interest in one Hello Shawarma franchised restaurant located in Bolingbrook, IL. From February 2017 to the present Mr. Naser has been the owner and President of HHD.. With the exception of his minority interest, Mr. Naser is located in and performs these services in Bridgeview, IL.

From September 2002 to the present, Mr. Naser has also owned a JJ Fish & Chicken restaurant in Chicago.

Manager: Hamza Naser

Mr. Naser has been our Vice President of Finance and Manager since our inception in August 2024, and is the Secretary of our Affiliate HSI since its inception in September

2022, and has been a manager of 8549B since its inception in September 2024. From February 2017 to September 2022, Mr. Naser was employed by HHD. Mr. Naser is located in and performs these services in Bridgeview, IL.

Item 3: LITIGATION

No litigation is required to be disclosed in this Item.

Item 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5: INITIAL FEES

The initial franchise fee, payable in one lump sum is $50,000, and is not refundable, except as otherwise stated in this Disclosure Document. The initial franchise fee will be uniform, and will not vary. There are no other initial fees, however we require that you purchase certain inventory items and spices from a specified supplier, which we estimate will cost about $10,000. These costs are not refundable.

Item 6: OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty	5% per month	Payable monthly, by the third day after the previous month has ended	The royalty payment may be withdrawn through an EFT arrangement, and is not refundable.
Renewal	$10,000	30 days before date of renewal	This payment is not refundable.
Additional Training	$750 per day	15 days after billing	This payment is not refundable.
Refresher Training	$2,500 per person	15 days after billing	This is the fee for refresher training for a manager (See Item 11). This payment is not refundable.

Transfer	$10,000	Within 7 calendar days before the date of assignment	Payable when the Franchise Agreement or a controlling interest in you is transferred, but not to an immediate family member. This payment is not refundable. No fee if Franchise Agreement transferred to a corporation whose stock, or other interests you control and of which you are the president or chief executive officer, except for the legal fees we incur to review the transfer. We will lower the Transfer Fee to $7,000 if your transferee is already part of the HELLO SHAWARMA franchise network and does not require training. If the sale does not close we will return 75% of the transfer fee, and maintain the remainder to compensate us for reviewing documents and engaging in the transfer procedure.
New Product /Service Evaluation	Up to $1,500	15 days after billing	This is the fee for evaluating a new product or service you want to sell or offer, that has not been approved. This payment is not refundable.
Audit	Cost of inspection or audit	30 days after billing	Payable only if audit shows an understatement of at least 3% of Gross Receipts in any report, or your records are not in compliance with the terms of the Franchise Agreement. This payment is not refundable.
Interest	Lesser of 1.0% per month or highest contract rate of interest allowed by law	15 days after billing	Payable on all overdue amounts. This payment is not refundable.

Management Fee	Compensation based on a current manager's salary at the time we are required to manage the Shawarma Restaurant for you, plus travel, and living expenses	As agreed	Payable during period that our appointed manager manages the Shawarma Restaurant upon your death or disability. This payment is not refundable.
Costs and Attorney's Fees	Actual costs and/or attorney's fees we incur	As incurred	Payable upon your failure to comply with the Franchise Agreement. These legal fees and other expenses you are required to pay us are not refundable.
Indemnification	Actual amount of indemnification we are are required to pay	As incurred	You must reimburse us if your Shawarma Restaurant is held liable for claims arising from your Shawarma Restaurant operations and we are sued along with you. These payments are not refundable.

(1) Gross Receipts means the aggregate of the actual selling price of all services or products sold or provided in, on or from your Shawarma Restaurant (including serving customers in your Shawarma Restaurant and all take-out, delivery and catering), unless otherwise provided in the Franchise Agreement. In calculating Gross Receipts, no deductions will be allowed for uncollected or uncollectible credit accounts and each charge or sale made on installment or credit will be treated as a sale for the full selling price in the week during which that charge or credit is made, irrespective of the time when you receive payment. Gross Receipts do not include retail sales tax, or any payments made to customers for returned product.

(2) All current fees are uniformly imposed and collected.

Item 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee (1)	$50,000	Lump Sum through Bank, Cashier's Check or wire transfer	With execution of the Franchise Agreement	Us

(2) Required Furniture, Fixtures, Equipment, POS and BOH Systems, Signage and Inventory	$150,000 to $200,000	Cash, credit card, check or as arranged with third party vendors	As incurred to third party vendors, per payment arrangements	Third party vendors
Rent (First three months) (3)	$25,500 to $30,000	Check, or as otherwise approved such as Venmo or Zelle	Deposits are due before taking possession and rent will generally be payable monthly	Lessor
Rental Security Deposit (3a)	$17,000 to $20,000	Two months base rent as security and paid by check or as otherwise approved such as Venmo or Zelle	Before occupancy	Lessor
Miscellaneous Deposits (4)	$500 to $1,000	As agreed	Before opening	Service providers such as utilities
Build-Out (5)	$200,000 to $250,000	As agreed	Periodically	Service providers and Vendors
Training Expenses (6)	$7,000 to $10,000	As agreed; Employee(s) Payroll Check	As Incurred	Third Parties
Insurance (7)	$3,000 to $5,000	As Agreed	Annually	Third Parties
Business advisors such as lawyers and accountants (8)	$5,000 to $10,000	As Agreed	As services are rendered	Third party service providers
Vehicle Expense for Delivery and Catering (9)	$25,000 to $30,000	As Agreed	As Incurred	Third Parties
Additional Funds – 3 months (10)	$25,000 to $50,000	Various	As Incurred	Third Parties

Total (11)	$508,000 to $656,000			

(1) The initial franchise fee is $50,000. It is not refundable, except as otherwise stated in this Disclosure Document, based on certain limited exceptions in the Franchise Agreement.

(2) This estimate includes trade fixtures, signage, shelving, cabinetry, menu board, equipment, camera system, pictures and supplies. Included in this category are a prescribed Point of Sale and Back of House system, one MacBook Air laptop, a printer, charge card processor, copier and scanner and a monitor that displays menu items. You will also need inventory to begin the Shawarma Restaurant, such as food products, all of which we will prescribe in the Operations Manual.

(3) and (3)(a) Rent will vary based on square footage, location, condition of property, real estate taxes, insurance and common area maintenance reimbursement. The typical premises for a Shawarma Restaurant will be between 2,500 and 3,000 square feet. The rent is not refundable. The security deposit is refundable under certain conditions, at the end of the typical lease.

You can expect to pay up two months security deposit to the lessor. Base rents are expected to vary per month depending on the size of the premises and the rent per square foot. We have estimated $8,500 to $10,000 as rents will vary greatly based on the location, geographic area, the size and condition of the premises, lessor allowances and term of lease. In addition to rent, you may be required to pay for any or all of the following, utilities, tax, common area maintenance, insurance, special assessments and repairs. We cannot estimate these expenses.

(4) There may be other deposits you will have to pay, including utility deposits for gas, electric, water usage, telephone, and possibly Internet usage. These costs will vary depending on geographic area, your past business history, lessor provided services and the length of the lease.

(5) This expenditure is based on receiving the premises in a vanilla shell/white box, or in a condition that is ready to be improved. This amount involves construction, and one or more bathrooms, built to code. If we designate a floor material, that floor material we designate in the color we designate must be used. Painting, placing electrical outlets, lighting fixtures and possibly if space permits, roughing out a small office are included. This expenditure will vary due to the condition the premises are in when leased; the amount of work you intend to do and the cost of materials used. If your Shawarma Restaurant will be located in a space previously used for a restaurant that was already built out, your expenditure may be less, but it must still look like a Shawarma Restaurant when it has been completed, and this may require some significant changes, minor demolition and/or remodeling. Our representative(s) will come to your location to approve the Shawarma Restaurant, help set up and give you permission to open, provided you have met our requirements.

(6) There are no additional training expenses, provided you and your general manager or other manager level representative of your choosing attend and successfully complete training. You may incur expenses for travel, lodging and food, and payment of wages to one or more employees who are present for the training period. If we have to repeat the training due to your inability to complete it, we reserve the right to charge up to $3,000.

(7) Insurance expenses will vary based on amount and type of coverage. Insurance requirements are found in Section 11 of the Franchise Agreement, and will be reflected below in Item 8. Minimum insurance coverage requirements are the same for all Shawarma Restaurants. There are also suggested insurance coverages that are not required but strongly advised. If you purchase this additional insurance you can expect to spend more on your insurance than the estimate noted above in the chart in Item 7. The insurance expense amounts are based on obtaining all insurance required in Section 11 of the Franchise Agreement paid annually. You are required to purchase insurance from a reputable insurance company licensed by your state with an A rating or higher.

(8) Your initial investment should include a budget for business advisors, including lawyers, accountants or other trusted individuals with whom you should consult or from whom you may decide to seek advice before executing the Franchise Agreement. The cost for a franchise lawyer to review the Disclosure Document which includes the Franchise Agreement, the cost for reviewing your lease for space for your Shawarma Restaurant, the cost for forming a business entity under which you will operate, and the set up cost to establish your business have all been factored into this estimate. The amounts estimated are also going to be affected by where you live and the rates for professional services in that locale. This estimate does not include ongoing accounting services.

(9) Restaurants offering fast food and delivery and catering today have a number of options including their own purchased or leased vehicles, use of their employees vehicles, or a third party service such as Door Dash or Uber Eats. Depending on the method you choose, there could be an expense that varies widely from a car or truck payment, to a third party delivery payment.

(10) The additional funds needed for the first three months after opening and once you begin operation will cover both living expenses and incidentals, and miscellaneous opening costs including installation of a landline for telephone service for direct ordering, and business licenses.

We have relied on our principals' one and one half years of knowledge and experience in the same business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise, since the amount you will spend will depend on many factors, including the cost of the architect, and construction company you choose for your buildout.

(11) Expenses payable to third parties like professional fees and buildout costs are generally not refundable, and are due when the service is rendered. Insurance policy premiums may be prorated and partially refundable if you terminate them and the insurance is not used. You may arrange with the third party to refund security and utility deposits and other payments.

Neither we, nor our Affiliate finance any part of the initial investment.

Item 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Franchise Agreement obligates you to operate a Shawarma Restaurant according to our System Standards which we will convey to you through our Operations Manual and other written correspondence. System Standards may regulate among other things, the types, models and brands of required fixtures, furnishings, cabinetry, equipment, signs, pictures, posters, menu boards, other items like wall hangings, and supplies to be used in operating the Shawarma Restaurant, required or authorized products and product categories and designated or approved suppliers of some or all of those items. You are required to purchase the inventory products listed on Schedule 1 of the Franchise Agreement from us or a designated supplier whose information we will provide to you in writing. We expect to derive income and a fair profit from sourcing and supplying these products. If we determine that a standard is no longer beneficial, we will modify or discontinue it and will notify you in writing.

Neither we, nor any Affiliate expect to derive rebates based on required purchases or leases, nor will we provide any other product, or lease, or be the approved supplier for any other product, lease or service other than as stated in this Item 8.

Although there are no other goods, services, supplies, fixtures, equipment, inventory, software or real estate relating to the establishment or operation of the Shawarma Restaurant which you must purchase or lease from us, our Affiliates or a designated supplier, you are obligated to purchase or lease fixtures, equipment, furnishings, and related supplies that meet our minimum standards and specifications or are from approved suppliers. We will notify you in our Operations Manual or by other communications of our standards and specifications and/or names of approved suppliers. There may be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be considered an approved supplier. We will notify you through our Operations Manual, or other forms of written correspondence, like email transmission, of any updates/modifications to our standards and specifications.

As part of the equipment to operate the Shawarma Restaurant, you must purchase a Toast brand Point of Sale system for both front and back of the restaurant, which includes a terminal, a printer, and a charge card processing machine with built-in software. One MacBook Air laptop must also be purchased and used in the Shawarma Restaurant in connection with and dedicated to your business.

All required purchases represent approximately 30% to 35% of your total purchases in connection with the establishment of your Shawarma Restaurant and approximately 20% to 25% of your overall purchases in operating the Shawarma Restaurant.

In the part of year 2025, when we first sold franchises, our total revenues were $283,588, of which we derived revenue of $200,101 from the sale of of product, which represents 71% of our total revenues. No purchasing or distribution cooperatives currently exist.

You must first present to us for approval any non-approved service or item you want to purchase or use. If you give us sufficient information, specifications, and a way to test the item, unless testing is not necessary, we will consider giving you the right to use the service or purchase that item, if we are satisfied that it meets our standards. We may condition approval of a supplier on requirements relating to product quality, frequency of delivery, standards of service and concentrations of purchases. We do not have set requirements. Our criteria will vary based on the product or service you present. We can disclose that criteria to you if requested. Pending further evaluation, approval may only be temporary. We reserve the right to charge a reasonable fee for our cost to evaluate the service or item and/or supplier you present, that we do not expect to exceed $1,500. Our decision will be made within thirty days of receiving all the requested information. Once we have made our determination, we will inform you of our decision. We may revoke our decision in the future if we determine the supplier does not continue to meet our standards.

You are also required to purchase all of your insurance from a reputable insurance company with an A rating or better licensed by the state where your Shawarma Restaurant is located. We will not derive any income from any insurance policy you purchase. You are required to purchase and maintain various forms of insurance to cover the following types of losses and should be purchased in the following minimum amounts, general liability coverage, in the form of an umbrella policy with combined single limits of not less than $3,000,000 per occurrence; property damage coverage for the full contents of your Shawarma Restaurant, plus any storage or office space you may own or lease, which is used for your Shawarma Restaurant which includes full replacement of all fixtures, equipment and supplies for your Shawarma Restaurant; owned and non-owned and leased vehicle coverage for all vehicles which are used by you or your employees for business purposes, with a minimum amount required for this coverage which includes liability for bodily injury and property damage and uninsured motorist payments per occurrence of $500,000; Worker's Compensation with statutory limits in the amounts required by state law for all your covered employees, and Employers Liability limits of not less than $1,000,000 for each accident, $1,000,000 policy limit and $1,000,000 for each employee; disease insurance with a single occurrence limit of $1,000,000 and a policy limit of $2,000,000; cyber-liability insurance with limits of $100,000 per occurrence and policy limit of $250,000.

We derive no income from your purchase of insurance, but require you to furnish us with a copy of your policies. We must be named additional insureds. We have the right to obtain insurance if you do not, the option to pay premiums on your behalf for which you must reimburse us, and we must be notified in advance of cancellation of your policies.

The cost of the insurance coverage may vary, depending on, but not limited to where your Shawarma Restaurant is located, your previous business record, and terms of payment.
We may negotiate purchase agreements with suppliers for the benefit of franchisees. You do not derive any material benefits by conforming to our Standards, and/or purchasing from approved suppliers. You are required to do this under your Franchise Agreement.

Item 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site Selection and acquisition/lease	Section 1	Item 12
b. Pre-opening purchase/leases	Section 1	Item 8
c. Site development and other pre-opening requirements	Sections 1,9	Item 5,7 and12
d. Initial and ongoing training	Section 7,9	Item 5 and 11
e. Opening	Section 1,9	Item 11
f. Fees	Sections 2,3,9,13	Item 5, 6 and 7
g. Compliance with standards and policies/ operating manual	Section 6,9	Item 7,11and 15
h. Trademarks and proprietary information	Introduction 5,9,15	Item 11,13 and 17
i. Restrictions on products/services offered	Section 9	Item 11 and 16
j. Warranty and customer service requirements	Section 9	None
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	Section 9	Item 8
m. Maintenance, appearance, and remodeling requirements	Section 9	None
n. Insurance	Section 10	Item 7, 17
o. Advertising	Section 9	Item 6 and 11
p. Indemnification	Section 16	None
q. Owner's participation/management, staffing	Section 9	Item 15
r. Records and reports	Sections 4,9	Item 17
s. Inspections and audits	Section 4	Item 6
t. Transfer	Section 13	Item 6 and 17
u. Renewal	Section 2	Item 17

v. Post-termination obligations	Section 15	Item 17
w. Non-competition covenants	Sections 12,15	Item 15 and 17
x. Dispute resolution	Sections 17,18	Item 17

Item 10: FINANCING

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

Item 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before opening we will:

1. provide you with theright to own and operate your Shawarma Restaurant, using the Marks, administrative procedures, and proprietary and confidential information. (Franchise Agreement, Section 1)

2. review and if it meets our minimum criteria, approve your location and lease (Franchise Agreement, Section 1)

3. provide the general plans and requirements for construction and build out after you execute the Franchise Agreement. (Franchise Agreement, Section 1)

4. provide standards and specifications for the operation for your Shawarma Restaurant, (Franchise Agreement, Sections 1,6, Schedule 1)

5. provide you and up to two other people, one of whom must be the approved Manager of your Shawarma Restaurant, if that is not you, with six weeks of comprehensive training, conducted either at your location, or at our or our Affiliate's training center in the Chicagoland area. (Franchise Agreement, Sections 7,8)

6. provide to you, on loan, for the duration of the term of the Franchise Agreement, one copy of the Hello Shawarma Confidential Operations Manual when you begin your training, or before, if we determine that information included in it will benefit you during the site selection, lease and build-out process. (Franchise Agreement, Section 6,8)

7. provide you with the specifications for equipment and furniture, such as cabinetry, a POS System and BOH Software, chairs and tables for your customers, menu board and signage. (Franchise Agreement, Section 8 and Operations Manual)

8. provide you with assistance in establishing your Shawarma Restaurant, after you have completed training, including general consultation which may take the form of telephone conversations, email exchanges, personal conversations, and emailed or mailed information. (Franchise Agreement, Section 8).

After opening and during the operation of your Shawarma Restaurant we will:

1. provide you with new pages for your Operations Manual, which loaned copy you will be required to maintain and update throughout the term of this Agreement. If we make the Operations Manual electronically available to you, we will notify you when we update it. (Franchise Agreement, Section 6,8)

2. develop and host a website, and will develop links for franchisee pages, with address of the Shawarma Restaurant, a map and directions, its hours, telephone number and email contact. (Franchise Agreement, Section 8)

43. remain in contact with you, and be available for consultation to assist you with any aspect of owning and operating a Shawarma Restaurant. (Franchise Agreement, Section 8)

4. take action we deem appropriate to defend the Proprietary Mark(s) and the System. (Franchise Agreement, Section 5)

5. review your advertising and approve or deny it or require changes. (Franchise Agreement, Section 9)

6. timely notify you of our decision to renew or not to renew the franchise. (Franchise Agreement, Section 2)

7. if you decide to sell your Franchised Restaurant or a controlling interest in the franchise you purchased from us, we will consider the approval of the transferee after we have evaluated that person or company's suitability to purchase your franchise. (Franchise Agreement, Section 13)

We do not own any real estate that we lease to you. Our Affiliate does not own any real estate that it will lease to you. We do not locate or select a site for you. We will approve an area in which you can locate a site, but we will not negotiate the terms of your lease.

<u>Marketing Fund</u>

There is no Marketing Fund and we do not intend to establish one.

Local Advertising

You are required to spend a minimum of 2% of your monthly gross receipts for advertising for your Shawarma Restaurant.

There are no other advertising funds and there is no franchisee advertising council, and we do not expect to create one. There is currently no local or regional advertising cooperative to which you must belong and in which you must participate.

Approval of Franchisee Advertising

All advertising, promotion and marketing must be completely clear and factual, not misleading and conform to the highest standards of ethical practices. You must submit to us samples of all advertising, promotional and marketing materials we have not prepared or previously approved before you use them. If we have not provided written disapproval within 15 days after we receive the materials, that will constitute approval. You may not use any advertising or promotional materials that we have disapproved. (Franchise Agreement, Section 9).

We estimate that there will be an interval of 7 to 10 months between the execution of the Franchise Agreement and the opening of the Shawarma Restaurant in most cases, but the interval may vary based upon factors that include the location and condition of the site, the construction schedule for the Shawarma Restaurant, the extent to which an existing location must be upgraded or remodeled, the delivery schedule for equipment, inventory and supplies, delays in securing a lease, your financing arrangements, completing training, and, your compliance with local laws and regulations. If you are converting a currently operating fast food restaurant to our System, the time will be much shorter.

If you have not located a site within 3 months of the date we signed the Franchise Agreement, we will have the right to terminate the Franchise Agreement and will return your franchise fee less any incurred costs in establishing the franchise and investigating any sites you have proposed. At our option, and provided you have been diligent in attempting to identify a suitable site, we can extend that time period.

You may not open the Shawarma Restaurant for business until: (1) we approve it as developed according to our specifications and standards; (2) pre-opening training has been completed to our satisfaction; (3) the total initial franchise fee and all other amounts then due to us and our Affiliate have been paid; (4) we have been furnished with copies of all required insurance policies, or any other evidence of insurance coverage and payment of premiums as we request and (5) you have obtained your food license if one is required and occupancy permit from the municipality in which your Shawarma Restaurant is located.

We will have thirty (30) days to approve a location, after you present a site to us with all the information we need to make a decision. Once we approve it, you must negotiate a lease, build out the space and open for business within 210 days from the date of execution of the Franchise Agreement. We do not provide assistance with conforming the premises to local ordinances and building codes or to obtain any required permits. This is your obligation. If you cannot negotiate a lease and you will be unable to open, in our sole discretion, we can provide you with a 90-day extension, or we can terminate the Franchise Agreement, and refund 80% percent of your initial franchise fee. If we provide an extension and you still fail to open, we can retain your total initial franchise fee. If, in our discretion, you have not been diligent in pursuing the opening of the Shawarma Restaurant, whether we have provided an extension or not, we can terminate the Franchise Agreement and retain all fees paid to us. We will conduct a demographic study, and may visit the site. We will take into consideration, visibility, access, viability, vehicular traffic count, pedestrian traffic, competition, and condition of premises, if necessary. We will not unreasonably reject any site. (Franchise Agreement, Section 1).

During training as shown below, we will use the Operations Manual. The Operations Manual currently has approximately 83 pages. We expect these page numbers to fluctuate as we revise. The Table of Contents for the Operations Manuals is set forth in Exhibit C of this Disclosure Document.

TRAINING PROGRAM

Subject	Classroom Or In-Store in Hours	On The Job Or In-Store in Hours	Location
Orientation and Background	3		Training Facility* or online
Guidelines, Services and Responsibilities	6		Training Facility or online
Licenses	1		Training Facility or online
Food Preparation and Food Safety	4	4	Training Facility or Shawarma Restaurant
Equipment and Inventory	3	3	Training Facility or online
Opening Procedures: Store Set up; Equipment Start up; Employee readiness Closing Procedures: Store Shut down; Equipment Shut Down Review inventory to determine what needs to be ordered		15 15 20	Training Facility Training Facility Training Facility
POS System and BOH Software		40	Training Facility or online
Front House Training	70		Training Facility
Back House Training	70		Training Facility
Payment of Royalties	1		Training Facility or

			online
Accounting, Banking	1		Training Facility or online
Insurance	1		Training Facility or online
Taxes	1		Training Facility or online
Marketing and Advertising	1		Training Facility or online
Use of Trademark	1		Training Facility or online
Human Resources Employee Recruitment and Retention Staff and Manager Training Scheduling Health and Safety Sexual Harassment Training	6		Training Facility or online
Support Systems Operation	1		Training Facility or online
Customer Service and Complaints	1	1	Training Facility or online
Loss and Theft Prevention	2		Training Facility or online
Cyber Security Concerns	1		Training Facility or online
Total hours	174	98	

* Training is expected to take place in a Shawarma Restaurant, but may take place at another designated location. Training must be completed within 10 days before you open the Shawarma Restaurant.

All times are approximate and may be adjusted based on your experience and your rate of learning. We will use our Operations Manual in conducting training, our menu, and any other materials that we believe will assist us in training you to own and operate a Shawarma Restaurant.

Additionally, some training may take place by telephone or over the Internet, including using a service video conferencing, if necessary. We have not set up a schedule for conducting training classes yet. We expect to conduct training for each franchisee individually, and not in a group. Training will be set up after the franchisee executes the Franchise Agreement and is within three months of opening.

Training will be conducted by Muayad Abunijmeh and Mahmmod Abunajma who have experience operating a similar business since 2023. Together, they are familiar with all aspects of operating a business similar to a Shawarma Restaurant, and actively participate in the operation of our Affiliate's Hello Shawarma® restaurant. Muayad Abunijmeh also has experience working in other fast food middle eastern restaurants outside the United States. Either or both may be assisted by other employees or a franchisee, provided that person is qualified to be a trainer and has experience, knowledge and familiarity in the training subject.

You must replace the manager if we determine that he or she is not qualified to serve in this position. If you are unable to complete initial training to our satisfaction, we can terminate the Franchise Agreement. There is no separate fee for training. You will be solely responsible for costs to travel to the training site, if other than your Shawarma Restaurant, and for any living expenses for yourself or your employees. If you bring employees, you will also be responsible for their salaries.

There is no additional required training. We reserve the right to request that you attend further training before you renew your franchise. There is no separate training expense for this refresher training.

We do not provide assistance to you in hiring or firing your employees, nor do we train them, those are your obligations.

<u>Toast POS System and BOH Software, Computer</u>

You must purchase and install a Toast POS System that includes a terminal, a printer, and you must have a charge card processing machine. We will disclose to you the type of software that will be necessary to run the POS System and BOH Software. You must also have a scanner, printer and one MacBook Air laptop dedicated to the business. All transactions will be done through the POS System. You must take reasonable measures to assure that any personal information you obtain from your customer's credit cards is protected. We will have unlimited access to the information in your POS System.

It is anticipated that monthly lease costs for this equipment will be between $150 and $200 per month, depending on the size of the system. This will include software updates for the POS System, which will automatically be made by the app developer and incorporated into the POS System. Neither we, nor any affiliate or third party has any other ongoing obligations to maintain, repair, upgrade or update the POS System.

This system must allow us remote full-time access to the information in the POS System. Within the POS System you will have data related to the customers, sales and services performed for those sales, credit card information, revenues, employee information and other financial information both related to your employees, and to the operation your Shawarma Restaurant.

The cost to purchase and maintain the POS System ranges from $3,500 - $4,000**.** The cost for the MacBook Air is between $1,000 and $1,500, depending on features. You are also required to install a camera system in your Shawarma Restaurant. We will also have full time access to your Shawarma Restaurant through the camera system. The cost to install a camera system for your Shawarma Restaurant is approximately $3,000-4,000. It is not expected that you will be required to update or replace your MacBook Air or camera system, provided you maintain it in good working order.

Item 12: TERRITORY

You will operate your Shawarma Restaurant at a specific location whose address is identified in Exhibit B attached to the Franchise Agreement. You will also receive an exclusive territory. The radius for this exclusive territory is 6 miles from your Shawarma Restaurant location. You may face competition from other franchisees outside of your exclusive territory.

Continuation of territorial exclusivity is not dependent on sales volume, market penetration or any other contingency.

During the term of your Franchise Agreement, we can sell a franchise, or operate a similar business anywhere in the United States, outside your exclusive territory, including just outside its perimeter. We cannot guarantee that we will not sell a franchise for a Shawarma Restaurant that may compete with you, but it is not our intent to do this.

We have no plans to operate businesses that are the same or similar to Shawarma Restaurants under a different trademark or trade name, and we do not intend to operate through different channels to impact your business. This is a service business that can only be provided to customers that are physically present in the Shawarma Restaurant, or by delivery or at a site where the food prepared in the Shawarma Restaurant has been brought for catering. The use of the Internet or other channels is not applicable to providing this service, other than possibly providing information related to address, telephone number and menu, and online ordering.

If you request the right to relocate, which must be inside your exclusive territory, we will consider a number of factors, including reason for relocation, the length of time that remains on your Franchise Agreement and lease, the prospect for continued operation in your present location, changes that may affect your present location, lease requirements for your new location, and others that we believe pertinent at the time. If you are required to relocate due to sustaining casualty, damage, destruction of the premises due to fire or other natural disaster, different factors will be considered. Once you relocate, with our approval, the exclusive territory will not be reconfigured and converted to 6 miles from your new location, but will remain 6 miles from your first location.

The Franchise Agreement does not give you the right to open more than one Shawarma Restaurant, or the right of first refusal for any other Shawarma Restaurant. You will be required to seek our approval, which we can reasonably withhold for any additional Shawarma Restaurants. You may serve any customer that walks into your Shawarma Restaurant.

Item 13: TRADEMARKS

We grant to you the right to use the below service marks and trademarks that our Affiliate has licensed us to use, each of which has been registered by the United States Patent and Trademark Office:

Mark	U.S. Registration No	Registration Date
HELLO SHAWARMA®	Reg. No. 7576252	November 26, 2024
HELLO SHAWARMA and logo ®	Reg. No. 7974939	October 7, 2025

The United States Patent and Trademark Office ("USPTO") granted Mohammad Naser a registration on the Principal Register for HELLO SHAWARMA and for HELLO SHAWARMA and logo as shown above. No affidavits are due and no filings are necessary at this time. All filings have been made to date.

By License Agreement executed between Mohammed Naser and us on September 30, 2024, as amended, we have the right to use and grant franchises that will use both Marks. The License Agreement provides us the license for 30 years, with two 10-year extensions. The License Agreement may be terminated if we fail to remain a franchisor, fail to uphold our covenants to police the Mark, fail to properly screen prospective franchisees, fail to instruct franchisees on the proper use of the Mark, and we do not cure any of these defaults after written notice and the cure period has expired.

You must follow our rules when you use the Mark. You cannot use a name or the Mark with modifying words, designs or symbols except for those which we license to you, nor can you use any Mark as part of a corporate name. You may not use the Mark in connection with the sale of an unauthorized service or product or in a manner we do not authorize in writing.

There are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or court, nor do we know of any pending infringement, or cancellation proceedings or material litigation, involving the Mark. Other than the License Agreement described above in this Item 13, there are no agreements currently in effect which significantly limit our right to use or license the use of the Mark in any manner material to the franchise.

You must notify us immediately when you suspect or learn about an apparent infringement of or challenge to your use of the Mark, or of any claim by any person of any rights in the Mark, and may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We will take the action we deem appropriate. We or our Affiliate have sole discretion to take any action and the right to exclusively control any litigation, USPTO proceeding or any other administrative proceeding arising from an infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide assistance to us and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or United States Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Mark.

While we are not required to defend you against a claim against your use of the Mark, we will reimburse you for your liability and reasonable costs in connection with defending the Mark. To receive reimbursement you must have notified us within three business days after you learned about the infringement or challenge.

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable period of time after receiving notice, at your expense. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute service mark. You must modify or discontinue the use of any mark if we modify or discontinue its use. You must not directly or indirectly contest our right to our Mark, trade secrets or business techniques that are part of our business. You are not permitted to license, sublicense or otherwise convey the use of the Mark for any purpose or for any reason.

Item 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our Operations Manual and related materials although these materials have not been registered with the United States Registrar of Copyrights. We will mark those items as follows: ©2026 HELLO FRANCHISE, LLC, or the year they are produced. The Operations Manual and related materials are considered proprietary and confidential and are considered our property, and will remain our property. You may use them only as provided in the Agreement. You may not use our confidential information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others, unless that person has a need to know to operate your Shawarma Restaurant or any aspect of it.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect, which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us, which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interest of our System. If we modify or discontinue using our copyrighted materials at any time, the Franchise Agreement does not give you any particular or specific rights, including a right to compensation. We expect to continue to use and update those materials.

Item 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are obligated to participate personally in the direct operation of your Shawarma Restaurant. Your Shawarma Restaurant must at all times be under your direct, on-premises supervision, or that of a trained general manager. Both you, and the trained general manager must have successfully completed our training program before you open. The general manager will not be obligated to own an equity interest in the franchise business. You must disclose to us the identity of the general manager, if other than you, and you must require the general manager to sign an agreement, in the form we provide as Exhibit C to the Franchise Agreement, which is Exhibit B to this Disclosure Document, in which the general manager agrees not to divulge any trade secret or confidential or proprietary information, including the contents of the Operations Manual, or to engage in or have any interest in any competitive business, as that term is defined in Section 12 of the Franchise Agreement.

If you are a partnership, a corporation, or a limited liability company, each shareholder, partner, or member must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of every provision of the Franchise Agreement. All guarantors are required to sign Exhibit A to the Franchise Agreement. We do not require spouses of franchisees who are not franchisees, officers, directors, shareholders or interest holders to sign or guarantee the Franchise Agreement, or sign a confidentiality or non-compete agreement.

Item 16: RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL

You must offer to provide and sell only those services, food items and products that we have approved. You do not have approval at this time to offer any other products for sale, and you do not have approval to provide any services other than those offered by a restaurant that serves a menu based on middle eastern cuisine. Unless you have requested our permission not to provide certain services, or products which approval we can withhold for any reason, you must provide all the services and products we authorize. You may not offer for sale any products or food or beverage items we do not authorize. You may not perform any services that we have not authorized. You may not have any form of vending, gaming, ATM or video machine in your Shawarma Restaurant, or on the premises on which the Shawarma Restaurant is located. We have the right to change the types of authorized services. We do not anticipate eliminating the services we currently provide, but we may add to them. There are no limits upon our right to do so.

We place no restrictions upon your ability to serve customers provided you do so in your Shawarma Restaurant. You can also deliver, offer take out services and cater on a limited basis. We anticipate you may also use a third party food delivery service. Those arrangements will be between you and that delivery service, but the delivery service cannot hold itself out as your employee, as part of the franchise and you have no right to permit the delivery service to use our Mark or trade name. The cost for the delivery service is not deductible from your Gross Receipts. We may have grounds to terminate your Franchise Agreement if you deviate from this policy.

Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	Section 2.1	Initial term is for ten years, unless terminated before its natural expiration.
b. Renewal or extension of the term	Section 2.2	There are two possible renewals for ten years each.
c. Requirements for Franchisee to renew or extend	Section 2.3	We must receive your written notice requesting renewal between 180-210 days before expiration date, and 1) You must bring all your accounts current with us, with our Affiliate and with any affiliated companies with whom we are working at that time. This means, you must pay to us any outstanding royalties, and to us and to our Affiliate, any other monies owed. 2) You must sign the then current franchise agreement, which may be a contract with materially different terms and conditions than in the original franchise agreement you signed, and must have a lease with a term that extends through the full successive ten year term. 3) You must sign a general release, in the form we provide, of all claims that you may have against us at the time we agree to the renewal. 4) You must return your copy of the Operations Manual for a new Operations Manual, which is the same Operations Manual we give to new franchisees. If the Operations Manual was in the form of an electronic version that we sent to you on line, and you have the most up to date Operations Manual downloaded, you will not need to make any other changes. If you have a non-current paper version, you will need to turn in that copy and we will update it in order to assure that you use the most recent Operations Manual.

Provision	Section in Franchise Agreement	Summary
		5) You must have substantially complied with the terms and conditions of the Franchise Agreement and your Shawarma Restaurant has consistently maintained quality standards. 6) You must have been in substantial compliance with your lease. 7) You must prove to us that you have all of the insurance you are required to have in force, and that the policies continue to name us, and our Affiliate. 8) You must have qualified under the then current training requirements. If we determine you require further training when you renew your Agreement, you agree to obtain that training before you sign the new franchise agreement. We reserve the right to require you to come to our training center in the Chicago area, where you will be able to receive further training to continue to operate the Shawarma Restaurant. 10) You must pay us a $10,000 renewal fee within thirty days before the date of expiration of this Agreement to reimburse us for the costs and expenses we incur in connection with your renewal and to permit you to continue to operate the Shawarma Restaurant for another ten year term. There is no new or other fee to pay to renew this Agreement.
d. Termination by Franchisee	None	None
e. Termination by Franchisor without cause	None	No termination without cause.
f. Termination by Franchisor with cause	Section 14	We can terminate only if you commit any one of several listed events of default. 1) You fail to actively operate your Shawarma Restaurant, causing constructive abandonment. Constructive abandonment means that you do not operate the Shawarma

Provision	Section in Franchise Agreement	Summary
		Restaurant for a period of 7 consecutive days without any extenuating circumstances to prevent your continued operations and without our advanced written approval to close. 2) You assign or transfer the Franchise Agreement or any interest in it or in the franchise without compliance with the provisions of Section 13 of the Franchise Agreement. 3) You are convicted of or you plead no contest to a felony, or you are convicted or plead no contest to any crime or offense that is likely to adversely affect the reputation of our franchise program, us, and the goodwill associated with our Affiliate's service mark(s). 4) You fail to make royalty payments for three separate months in any twelve month period, or fail three times in a twelve month period to submit when due, financial statements, reports or other data, information or supporting records and these failures to comply are not followed by a minimum of 6 months of on-time payments and monthly report submissions. 5) You fail to comply with the in-term covenants, including the covenant not to compete in the Franchise Agreement. 6) You disclose or divulge the contents of the Operations Manual, trade secrets or other confidential information we provide to you contrary to the Franchise Agreement, instructions in the Operations Manual, and/or training you received. 7) You, or your legal representative are unable to complete an approved transfer to a qualified transferee within the time limits Franchise Agreement, Section 13 allows if you die or become permanently incapacitated. 8) You improperly use the mark Hello Shawarma or any other service mark(s) we approve for use in operating the Shawarma Restaurant.

Provision	Section in Franchise Agreement	Summary
		9) The premises where you conduct your Shawarma Restaurant business is dirty, in disrepair or shows neglect, and/or presents a health hazard to its customers and you fail to cure the problems brought to your attention. 10) You use unapproved advertising. 11) You knowingly maintain false books or records, or submit any false reports to Franchisor. 12) You commit any other material breach of the Franchise Agreement. 13) You offer services or products we do not approve. 14) You fail to uphold our food standards by improper cooking, and/or use of improper ingredients to prepare our recipes and/or using unapproved cooking methods or unapproved recipes.
g. "Cause" defined-curable defaults	Section 14	Cause is the failure to comply with any other provision of the Franchise Agreement, besides the events of default stated directly above in Item 17.f, or any standard or administrative procedure we prescribe and you do not correct this failure or make a good faith effort to correct it within thirty days after we give you written notice of your non-compliance.
h. "Cause" defined-non-curable defaults	Section 14	The events of default that can cause immediate termination are: 1. bankruptcy 2. misrepresented facts or provided fraudulent or misleading information on application 3. violation of Anti-Terrorism laws
i. Franchisee's obligations on termination/non-renewal	Section 15	Disassociate yourself from our franchise program by performing all the tasks that are stated below: a. You must de-identify, and within three business days, immediately discontinue use of any trademarks or service marks, slogans and/or logos we approved for your use during the time you operated your Shawarma Restaurant, or any name confusingly similar, or any

Provision	Section in Franchise Agreement	Summary
		reproduction, counterfeit, copy or imitation of the service marks, slogans and/or logos we approved which could or are likely to cause confusion, mistake or deception, or which will dilute our Affiliate's exclusive rights to, and our use of Hello Shawarma or any designation indicating affiliation between you and us, or the Shawarma Restaurant that previously used our Affiliate's Marks, slogans and/or logos we approved. You must also destroy all stationery, cards, advertising material and other business related items that bear or refer to the Marks, slogans and/or logos we approved for use. You must remove all signage that shows our Affiliate's Marks. b. You must take immediate steps to cancel or otherwise discontinue further display or reference to the Marks, slogans and/or logos we approved for use in any telephone or trade directory and in any advertising. c. Within five days, you must return to us your loaned copy of the Operations Manual including additions or amendments to it and any other signs, displays and other materials we loaned to you. You are required to destroy or return to us, immediately, all other items containing or displaying the Marks, slogans and/or logos we approved for use in the Shawarma Restaurant. If the Operations Manual is electronic, you will certify to us, in writing under oath, that you have deleted all references to it, and that you no longer have it on your computer, and that it was not transferred to another file, computer, hard drive, thumb drive, flash drive, stick, DVD or CD, or to any person or business entity by any known means of technology. d. Within thirty days of termination or expiration of this Agreement, or at a later date when the amounts due to us (if any), or our Affiliate are determined by a final accounting, you must pay all accrued royalty fees plus any interest due, and all other amounts owed to us or to our Affiliate for product purchased before you were terminated or were not renewed. e. You must discontinue all forms of advertising,

Provision	Section in Franchise Agreement	Summary
		promotion and all forms of marketing in which you hold yourself out to the public as a Shawarma Restaurant or any confusingly similar trade name. f. You agree to and must abide by all obligations of confidentiality and by all provisions of the post-term covenant not to compete as described in Sections 11, 12 and 15 of the Franchise Agreement. g. For eighteen months that follows the termination or expiration of the Franchise Agreement, you agree that you will not offer employment to any of our or our Affiliate's employees, or the employees of another Shawarma Restaurant, without our or our Affiliate's knowledge and advanced written approval, or the knowledge and advanced written approval of the other franchisee under Section 13 of the Franchise Agreement, and that for a two year period, as stated in Section 13 that you will not be involved in a competitive business. h. You will cease further use of any of our confidential and proprietary information. i. You must assign to us any business telephone numbers specifically used for the Shawarma Restaurant.
j. Assignment of contract by Franchisor	Section 13	No restriction on our right to assign and to extent transferee is responsible for compliance with our covenants and obligations, we will be freed and relieved of all liability with respect to those covenants and obligations.
k. "Transfer" by Franchisee - definition	Sections 13	Includes transfer of assets or any ownership change, and transfer to a partnership, corporation or limited liability company that does not require our consent, but must be in compliance with Section 13 of the Franchise Agreement. A transfer to a partnership, corporation or limited liability company requires that you are in substantial compliance with the Franchise Agreement, that you have no outstanding debt to us or our Affiliate, that the new business entity conducts no business other than one or

Provision	Section in Franchise Agreement	Summary
		more Shawarma Restaurants, which you actually manage and in which you maintain control by owning and controlling at least 51% of the equity and voting rights of all issued and outstanding partnership interests, shares of stock, or an equivalent interest in a limited liability company, and all owners of your entity with ownership interests of 20% or greater agree to jointly and severally guarantee the obligations of the Franchise Agreement and to be bound by its provisions. We also require you to submit a copy of your Articles of Incorporation, or Articles of Organization, or the equivalent document in your state before the transfer, and you pay us for our attorneys' fees to review and approve the transfer.
l. Franchisor's approval of transfer by Franchisee	Section 13	We have the right to approve all transfers, our consent not to be unreasonably withheld.
m. Conditions for Franchisor's approval of tran-sfer	Section 13	1) We must approve the purchase agreement and the purchaser, who has otherwise met our requirements for financial responsibility, and suitability as an owner and operator of a Shawarma Restaurant. 2) The assignee, transferee or purchaser must not continue to be engaged as a licensor, franchisor, independent operator or current licensee or franchisee of another competitive business. Before entering into the Franchise Agreement, the assignee, transferee or purchaser must terminate all previous licensing or franchise relationships unless with us, and must prove to us that if the assignee had such previous affiliations or relationships that the assignee and all connected with the assignee have received a full release from its or their previous franchisor and/or licensor and have been relieved of any obligations to comply with a non-compete if still within the term in which that non-compete is in effect. 3) You have paid all outstanding debts and obligations of the Shawarma Restaurant to us under this Agreement and you are current in your rent except those debts or obligations, if any assumed by the purchaser, and you

Provision	Section in Franchise Agreement	Summary
		and/or your business entity agree to enter into a mutual general release to date of transfer prepared by us, the current version of which is attached to the Franchise Agreement as Exhibit D, in which we each release all claims that we have against the other, except for those listed exempt claims that survive the date of transfer. 4) The transferee, assignee or purchaser will have completed, at their expense and upon the terms and conditions as we may reasonably require, given the experience of the transferee, assignee or purchaser, and level of education and skill, any training programs then in effect for franchisees. 5) The party that acquires your interest in your Shawarma Restaurant and in the Franchise Agreement must execute and assumption agreement that will assign your Franchise Agreement, with the length of the term of transferee's franchise agreement will be the same as your term, unless we agree to extend that term. If we agree to an extended term, we will require the transferee to sign the then current franchise agreement. 6) A transfer fee of Ten Thousand Dollars in certified funds or by wire transfer must be paid to us within five business days before the date for the closing of the sale, or the transfer.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 13	We will have thirty calendar days to decide whether to purchase the Shawarma Restaurant at the offered price, which must be in U.S. dollars, without other consideration. If the offer includes payment in installments, we can also pay in installments. If we decide to purchase the Shawarma Restaurant, we will execute a purchase agreement with you and purchase the Shawarma Restaurant within sixty days of the date we make our decision.
o. Franchisor's option to purchase Franchisee's business	Section 13	We have the option for thirty days from the date of termination or expiration to purchase your assets for fair market value. If in dispute, we will jointly hire and equally split the expense for one appraiser whose appraisal will be final, and we will pay that price, within ten business days

Provision	Section in Franchise Agreement	Summary
		from the date the appraiser provides the appraisal to us, allowing for any offsets for amounts you owe to us or our Affiliate.
p. Franchisee's death or disability	Section 13	If you die or become permanently disabled your executor, administrator, conservator or other personal representative will have a period of one-hundred eighty days to transfer your Shawarma Restaurant to a qualified transferee. During that period there must be a currently trained manager that manages the Shawarma Restaurant. Provided a qualified transfer candidate is found, the individual who will be responsible for operating the Shawarma Restaurant must successfully complete our training program before assuming the Franchise Agreement. The death or disability of one owner will not cause a termination when more than one owner has signed the Franchise Agreement and that owner has an interest of more than 50%. If a suitable transferee is not located within one-hundred eighty days, the Franchise Agreement will be terminated, and if we exercise our option to assume the lease for the premises, we may recover the premises in which the Shawarma Restaurant is located.
q. Non-competition covenants during the term of the franchise	Section 12	Subject to state law, no involvement by you or any guarantor in competitive business in any manner during term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 12	No competing business for two years within a ten mile radius from the location of your Shawarma Restaurant, or within ten miles of any other opened Shawarma Restaurant, or one that has a leased site when the termination or expiration occurs.
s. Modification of the agreement	Section 26	The Franchise Agreement may only be amended by a writing made on a date after the date of the Franchise Agreement execution, and must be signed by you and us.
t. Integration/merger clause	Section 30	The Franchise Agreement, and incorporated Introduction, and the Exhibits attached to it, represent the entire agreement for this franchise. Notwithstanding the

Provision	Section in Franchise Agreement	Summary
		foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Section 18	Pre-mediation, then mediation, then arbitration in Cook County, Illinois, subject to applicable state law.
v. Choice of forum	Section 17	Cook County, Illinois subject to applicable state law.
w. Choice of Law	Section 17	Illinois, subject to applicable state law

Item 18: PUBLIC FIGURES

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

Item 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Muayad Abunijmeh, at telephone number 708-506-9904, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary

For Years 2023-2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	3	3
Company-Owned*	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	0	0	0
	2024	0	0	0
	2025	0	3	3

*HSI has operated one Shawarma restaurant in Illinois since 2023 that is similar and was the model for the Shawarma franchise restaurant. We have not owned or operated a restaurant.

Table No. 2

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2023	0
	2024	0
	2025	0

Table No. 3

Status of Franchised Outlets
2023-2025

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Nonre-newal	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
IL	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3

Table No. 4

Status of Company-Owned Outlets
2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchi-sees	Column 8 Outlets at End of Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Illinois	0	2	0
Total	0	2	0

No franchisee had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us during the most recently completed fiscal year. There are no franchisees who have not communicated with us within 10 weeks of the date of issuance of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, there were no current or former franchisees who signed confidentiality clauses that restricted them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the System for the franchise being offered.

Exhibit F includes the names, business addresses and phone numbers for the three open franchise outlets.

Item 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document are the Audited Financial Statements for the period which covers the date from our organization on August 14, 2024 to December 31, 2024, and January 31, 2025 to December 31, 2025, and the Unaudited Financial Statements for the period which covers January 1, 2026 through May 31, 2026.

Our fiscal year ends December 31, 2026.

Item 22: CONTRACTS

Attached to this Disclosure Document as Exhibit B is the HELLO FRANCHISE, LLC Franchise Agreement. No other agreements are applicable.

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

Item 23: RECEIPTS

Attached, as Exhibit G to this Disclosure Document are two identical Receipts. When you receive this Disclosure Document, you must sign, date and return one Receipt to us, which we will retain in our records. You should maintain the duplicate for your records.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states below.

CALIFORNIA 1-866-ASK-CORP (275-2677) Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation (*Los Angeles*) 320 West 4th Street, #750 Los Angeles, CA 90013-2344 (213) 576-7500 (*Sacramento*) 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205 (*San Diego*) 1455 Frazee Road, Suite 315 San Diego, CA 92108 (619) 525-4233 (*San Francisco*) One Sansome Street, Suite 600 San Francisco, CA 94105-2980 (415) 972-8559 **HAWAII** (*for service of process*) Commissioner of Securities Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street, Suite 205 Honolulu, HI 96813 (808) 586-2722 (state administrator for other	**MARYLAND** (*for service of process*) Securities Commissioner at the Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360 (*state agency*) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360 **MICHIGAN** State of Michigan Department of Attorney General Consumer Protection Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 (517) 335-7567 **NEW YORK** (*for service of process*) Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 474-4770 (*for other matters*)	**NORTH DAKOTA** (*state agency*) North Dakota Securities Department Securities Commissioner Fifth Floor Dept. 414 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712 (for *service of process*) Securities Commissioner Fifth Floor Dept. 414 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712 **OREGON** Oregon Division of Finance and Corporate Securities 350 Winter Street NE, Room 410 Salem, OR 97301-3881 (503) 378-4387 **RHODE ISLAND** Securities Division Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex-Building 69-1 Cranston, Rhode Island 02920 (401) 462-9500

matter) Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street, Suite 203 Honolulu, HI 96813 (808) 586-2722 **ILLINOIS** Illinois Attorney General Chief, Franchise Division 500 South Second Street Springfield, IL 62701 (217) 782-4465 **INDIANA** *(for service of process)* Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531 (*state agency*) Indiana Secretary of State Securities Division 302 West Washington Street Room E-111 Indianapolis, IN 46204 (317) 232-6690	New York State Dept. of Law Investor Protection Bureau 28 Liberty St., 21th Floor New York, NY 10005 (212) 416-8222	**SOUTH DAKOTA** Division of Securities 445 East Capitol Pierre, South Dakota 57501-3185 (605) 773-4823 **VIRGINIA** (*for service of process*) Clerk, State Corporation Commission 1300 East Main Street Richmond, VA 23219 (804) 371-9733 (*for other matters*) State Corporations Commission Division of Securities and Retail Franchising 1300 East Main Street Ninth Floor Richmond, VA 23219 (804) 371-9051 **WASHINGTON** (*for service of process*) Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501-9033 (360) 902-8760 (*for other matters*) Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760 **WISCONSIN** Department of Financial Institutions Division of Securities 201 W. Washington Avenue Suite 300 Madison, WI 53703 (608) 261-9543

EXHIBIT B
HELLO SHAWARMA
FRANCHISE AGREEMENT

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HELLO FRANCHISE, LLC

FRANCHISE AGREEMENT

THIS FRANCHISEAGREEMENT (the "Agreement") is made this _____ day of _____________, 202__, by and between HELLO FRANCHISE, LLC, an Illinois Limited Liability Company, with its principal place of business at 10272 S. Harlem Ave., Bridgeview, IL 60455, ("Franchisor") and _______________, an _______________________ with its principal place of business at _______________________________________("Franchisee").

INTRODUCTION

a. Franchisor has developed and owns a unique system for opening and operating Middle Eastern restaurants specializing in the preparation, merchandising, advertising and sale of menu items that include chicken, beef, lamb shawarma, appetizers, sides and other quick-service menu items (the "System");

b. The distinguishing characteristics of the System include the trade name and service mark "Hello Shawarma", trade dress, decor, color schemes, and furnishings; confidential food formulas and recipes; specialized menus; and standards and specifications for equipment, equipment layouts, products, operating procedures, and training programs, all of which may be changed, improved, and further developed by Franchisor from time to time;

c. Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including the mark "Hello Shawarma" and such other trade names, service marks, trademarks and trade dress as are now, or may hereafter, be designated by Franchisor for use in connection with the System (collectively referred to as the "Proprietary Marks");

d. Franchisor continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed in the System and to represent the System's high standards of quality, appearance, and service;

e. Franchisee wishes to be assisted, trained, and licensed by Franchisor as a Hello Shawarma franchisee and licensed to use, the Proprietary Marks;

f. Franchisee understands the importance of the System and Hello Shawarma's high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of opening and operating Hello Shawarma restaurants in conformity with the Hello Shawarma System;

For good and valuable consideration the parties acknowledge has been received, the parties agree as follows:

1. APPOINTMENT; SITE DEVELOPMENT

Franchisor grants to Franchisee a franchise to open and operate one Hello Shawarma restaurant ("Shawarma Restaurant") at a specified location under the terms and conditions of this Agreement and a license to use Franchisor's Proprietary Marks and the System.

1.1 Exclusive Territory

Subject to the terms and conditions of this Agreement and provided Franchisee is not otherwise in default of this Agreement and/or any other agreement between Franchisor (or any subsidiary or affiliate of Franchisor) and Franchisee, Franchisor will not establish, nor franchise another to establish a Hello Shawarma restaurant under the System, for the term of this Agreement, within a geographic area immediately surrounding the Shawarma Restaurant of a 6 mile radius from the Shawarma Restaurant (the "Exclusive Territory"), without Franchisee's prior written consent.

1.2 Limited Exclusivity

Except as expressly set forth above in Section 1.1: (i) the franchise granted to Franchisee under this Agreement is non-exclusive, and grants to Franchisee the rights to establish and operate the Shawarma Restaurant at only the specific location set forth in this Agreement; (ii) no other exclusive, protected or territorial rights within or outside the market where the Shawarma Restaurant is located are granted or inferred; and (iii) Franchisor and/or its affiliates have the right to operate and grant as many other franchises for the operation of Hello Shawarma restaurants, anywhere in the world, outside the Exclusive Territory, as they in their sole discretion elect.

1.3 Site Selection, Acquisition by Lease or Purchase and Plans for Build-Out

1.3.1 Franchisee must present any site it locates to Franchisor. Franchisor will review the site. If deemed appropriate for a Shawarma Restaurant, Franchisor will approve the site, after which Franchisee must either acquire it or enter into a lease. Before Franchisee enters into a lease it must provide that lease to Franchisor for review. Provided the lease is acceptable to Franchisor, Franchisor will approve Franchisee to sign the lease, a copy of which will be furnished to Franchisor after it has been signed. Franchisee agrees that Franchisee will be solely responsible for all obligations, debts and payments under the lease.

1.3.2 Franchisor will provide Franchisee with its standard construction plans which Franchisee will be required to submit to its architect, and/or construction company to conform Franchisee's premises to the looks of the standard Shawarma Restaurant. Franchisor's architect and/or construction company will then conform its plans and drawings to Franchisor's standard plans, and submit those plans for approval before it begins any work at the location. Franchisor will have ten days to approve the plans. Once Franchisor approves the plans, Franchisee may begin its build-out.

Franchisor assumes no liability or responsibility for the selection of an accepted site for any reason.

Franchisor's site approval only indicates that it meets the minimum requirements for a site for a Hello Shawarma restaurant. Franchisor's site approval provides no guarantee that Franchisee will be successful, will have sales or will earn income.

1.4 Construction of the Shawarma Restaurant.

1.4.1 Once Franchisee's architect and/or construction company's plans have been completed and approved, Franchisee can then begin construction, renovation, or remodeling, whichever is appropriate to develop the premises into a Shawarma Restaurant.

1.4.2 Franchisee assumes all cost, liability and expense for developing, constructing and equipping the Shawarma Restaurant. Franchisee will bear all costs and expenses incurred in connection with the preparation of all Construction Plans (including the costs and expenses incurred for any plans containing deviations or modifications from Franchisor's plans. It will be Franchisee's responsibility to have prepared Construction Plans to suit the shape and dimensions of the location in which the Shawarma restaurant will be built and Franchisee will ensure that the Construction Plans comply with applicable ordinances, ADA requirements, building codes and permit requirements and with lease requirements and restrictions. Franchisee will obtain and use only registered architects, registered engineers, and professional and licensed contractors who demonstrate to Franchisor's reasonable satisfaction the ability to meet Franchisor's reasonable quality standards (as determined by Franchisor in its reasonable discretion), in each case, to prepare the Construction Plans (including surveys and site and foundation plans), to adapt the Construction Plans to applicable local or state laws, regulations or ordinances, and to construct the Shawarma Restaurant.

1.4.3 The Shawarma Restaurant may not open if construction has not been performed in substantial compliance with Franchisee's Construction Plans as approved by Franchisor. This Agreement may be terminated if non-compliance is not cured within a commercially reasonable amount of time, not to exceed 30 days after written notice to Franchisee.

1.5 Restaurant Opening

Franchisee will open for business within nine months of execution of this Agreement.

1.5.1 Acquisition of Necessary Furnishings, Fixtures and Equipment

Franchisee agrees to use in the development and operation of the Shawarma Restaurant only those fixtures, furnishings, equipment and signs that Franchisor has approved for Shawarma Restaurants as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee further agrees to place or display at the Shawarma Restaurant only those signs, emblems, lettering, logos and display materials that Franchisor approves in writing from time to time.

Franchisee will purchase or lease approved brands, types or models of fixtures, furnishings, equipment, including knives and electric vertical broiler gyro grill shawarma machine and signs only from suppliers designated or approved by Franchisor, which may include Franchisor.

If any portion of the Shawarma Restaurant is not built in compliance with Franchisor's standards and specifications without Franchisor's prior written consent, Franchisor will have the right to delay the opening of the Shawarma Restaurant until Franchisee, at its sole expense, brings the Shawarma Restaurant into full compliance with those standards and specifications.

1.5.2 Right to Open the Shawarma Restaurant

Before opening the Shawarma Restaurant, Franchisor reserves the right to conduct a final inspection of the Shawarma Restaurant and its premises to determine if Franchisee has complied with this Agreement. Franchisee and its staff will cooperate in all respects with Franchisor's employees who conduct the inspection. Franchisor will not be liable for delays or losses occasioned by its inability to complete its inspection prior to Franchisee's scheduled opening date. Franchisee will not open the Shawarma Restaurant for business without the express written authorization of Franchisor, which may be withheld unless Franchisee has satisfied the following conditions:

1.5.3 Franchisee is not in material default under this Agreement or any other agreements with Franchisor.

1.5.4 Franchisee is current on all monetary obligations due Franchisor and has paid Franchisor the balance of the initial fees required by this Agreement, if any.

1.5.5 Franchisee has constructed the Shawarma Restaurant substantially in accordance with plans approved by Franchisor and within applicable laws, ordinances and local codes.

1.5.6 Franchisee has decorated the interior of the Shawarma Restaurant and purchased or leased and installed all specified and required fixtures, equipment, furnishings and signs substantially in accordance with Franchisor's standards and specifications.

1.5.7 Franchisee has obtained a certificate of occupancy and all other required building, utility, health, sign, sanitation, safety or fire department certificates, and other permits and licenses, including a food license applicable to the Shawarma Restaurant. If requested by Franchisor, Franchisee will submit a copy of the certificate of occupancy to Franchisor.

1.5.8 Franchisee has hired and trained a staff in accordance with the requirements of this Agreement.

1.5.9 Franchisee has purchased an opening inventory for the Shawarma Restaurant of only authorized and approved products and other materials and supplies.

1.5.10 If Franchisee leases the Franchised Location, Franchisor has been furnished with a copy of a fully executed lease for the Franchised Location.

1.5.11 Franchisee has furnished to Franchisor copies of all insurance policies required by this Agreement or such other evidence of insurance coverage and payment of premiums as Franchisor reasonably may request.

2. TERM

This Agreement is for a specified term (the “Term”) and includes limited renewal possibilities as stated below.

2.1 Initial Term. The term for this Agreement begins on the day we execute this Agreement and continues until 10 years from the date you open your Shawarma Restaurant.

2.2 Consecutive Renewal Terms. Provided you have been in substantial compliance with the terms of this Agreement, and you have not been in default during the last twelve months of the initial 10 year term, we will offer the right to continue to own and operate the Shawarma Restaurant, for up to two additional 10 year terms. We will notify you before each expiration date whether we have decided to grant each successive renewal term.

2.3 Renewal Requirements. We will send you a notice between 180 and 210 calendar days before this Agreement expires. The notice will either offer you the opportunity to renew the franchise, or will inform you that we have decided not to renew your franchise. If we decide not to renew your franchise, we will list the reasons for that decision. Renewal of your franchise will require you to do the following on or before 30 calendar days from the date of expiration of your initial term:

1) You must bring all your accounts current with us and our Affiliate. This means, you must pay to us any outstanding royalties, and any other monies owed to us or our Affiliate.

2) You must either sign the then current franchise agreement, or at our sole discretion, we will provide you with a renewal form, which states that you have met the requirements to renew this Agreement and this Agreement will continue unchanged, except, that we reserve the right to increase the royalty and advertising fees to the amount stated in the then current franchise agreement (the franchise agreement offered to prospective franchisees at the time of your renewal).

3) You must return your copy of the HELLO SHAWARMA Confidential Operations Manual (the "Operations Manual"). We will provide you with a copy of a new Operations Manual, which is the same Operations Manual we give to new franchisees, unless the Operations Manual is only distributed electronically, when you renew your franchise. If distributed electronically, then you must be certain that you have the most up to date version. If you do have a paper copy of that Operations Manual that has not been returned, it must be returned before we can approve your renewal. If we are not using an electronic version of the Operations Manual, we will supply you with the latest version of the updated Operations Manual, and you will be required to sign a receipt acknowledging that you received the updated Operations Manual.

4) You have substantially complied with the terms and conditions of this Agreement and you have met the quality standards for properly conducting a Shawarma Restaurant.

5) You have arranged to renew your lease, or to secure an alternate location. If you move your location, your new location must be within the exclusive territory granted to you by this Agreement. We must approve your new location, and will not unreasonably withhold approval, as stated above in Section 1.2.

6) You have qualified under the then current training requirements. This means that you and one or more managers may require further training when you renew your Agreement and you agree to obtain that training before you sign the renewal form. We reserve the right to charge a reasonable fee not to exceed $2,500 for refresher training.

7) You pay to us, in addition to the training fee you may incur, $10,000 renewal fee within 30 calendar days of the date of expiration to reimburse us for the costs and expenses we incur in connection with renewal and your right to continue to operate the Shawarma Restaurant under our System. There is no new or other franchise fee to pay to renew, or to extend your franchise.

8) You must update the Shawarma Restaurant to conform to the current look, if we have changed the look. You must refresh the interior, paint and replace any fixtures, signage and menu board that does not match the current signage and menu board. If any part of the Shawarma Restaurant needs to be refurbished due to excessive wear and tear, you must also make those updates.

9) You must confirm that you have all of the insurance you are required to have in force, and that the policies continue to name us, and our Affiliate.

2.4 Non-Renewal. If we have good cause to refuse you the right to renew or further extend the term of your Shawarma Restaurant under this Agreement, we will send you written notification approximately 180-210 calendar days before the expiration of the term. For purposes of this Agreement, good cause means good cause as defined by statute in the state in which your Shawarma Restaurant is located. If no statutory definition exists, good cause is defined as any of the following:

1) Failure to pay royalties or other monies owed to us or our Affiliate;

2) A non-monetary material breach of this Agreement for which a default notice was issued and sent on at least two occasions, for the same or two different types of non-monetary material breaches, whether or not they were cured during the term of the Agreement;

3) Competition during the term of this Agreement;

4) The commission and conviction of a crime during the term of this Agreement;

5) The inability to conform to the standards and practices of our System Standards.

6) We learn that you have included false or misrepresented information on your initial application.

3. FEES

In consideration of the franchise granted to Franchisee herein, Franchisee will pay to Franchisor the following:

3.1. Initial Franchise Fee. The initial franchise fee is $50,000, which is payable when this Agreement is executed. The initial franchise fee is fully earned and non-refundable once paid. Franchisor may require Franchisee to utilize wire transfers as a means of paying the initial franchise fee.

3.2. A recurring, non-refundable royalty fee of 5 percent of Gross Receipts (as defined below in this Section 3) ("Royalty Fees") during the term of this Agreement, payable monthly on the Gross Receipts of the preceding month, by the 3rd day of every month.

For the purposes of this Agreement, the term "Gross Receipts" will mean all revenues generated by Franchisee's business conducted upon, from or with respect to the

Shawarma Restaurant, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Receipts will include monies or credit received from the sale of food and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Shawarma Restaurant, including off-premises services like catering and delivery. Franchisee must include the gross received regardless of the payment to their parties for delivery. Gross Receipts will not include the sale of food or merchandise for which refunds have been made in good faith to customers, the sale of equipment used in the operation of the Shawarma Restaurant, nor does it include sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers; provided that the amount for that form of tax is added to the selling price or absorbed therein, and is actually paid by Franchisee to such governmental authority.

3.4 If any monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates are more than 7 days overdue, Franchisee will, in addition to its obligations to pay, pay to Franchisor a sum equal to one and one-half percent of the overdue balance per month, or the highest rate permitted by law, whichever is less, from the date payment is due.

4. ACCOUNTING AND RECORDS

4.1 Accurate Books and Records. During the Term of this Agreement, Franchisee will maintain and preserve, for at least three years from the dates of their preparation, full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and the manner prescribed by Franchisor from time-to-time or otherwise in writing. These records will include daily and weekly sales and sales mix tapes (including non-resettable readings), sales and other tax returns, duplicate deposit slips and other evidence of Gross Receipts and all other business transactions.

4.2 Royalty Reports. Franchisee will submit to Franchisor, no later than the date each royalty payment is due during the Term of this Agreement, a report which accurately reflects all Gross Receipts during the preceding month and any other forms, reports, records, financial statements or information as Franchisor may reasonably require, if any. Franchisor may require Franchisee to submit such written reports in addition to the Gross Receipts information transmitted to Franchisor by Franchisee's POS Systems. Franchisor will have complete access at all times to all POS Systems and information contained in them.

4.3 Periodic Statements. Franchisee, at its expense, will submit to Franchisor: (i) each month or as determined by Franchisor, within 30 days following the end of each Period, month or quarter of the Term of this AgreeS ment, profit and loss statements in a format Franchisor may reasonably require; and (ii) quarterly, within 30 days following the end of each quarter, an unaudited financial statement including an income statement, balance sheet and statement of cash flow, with the detail and in a format as Franchisor may reasonably require ("Quarterly Statement"), together with a certificate executed by

Franchisee stating that the financial statement is true and accurate. Upon Franchisor's request, Franchisee will submit to Franchisor, with each Quarterly Statement, copies of any state or local sales tax returns ("Sales Tax Returns") filed by Franchisee for the period included in the Quarterly Statement.

4.4 Annual Financial Statements. Franchisee will, at its expense, submit to Franchisor within 90 days following the end of each calendar or fiscal year during the Term of this Agreement, an unaudited financial statement for the preceding calendar or fiscal year, including an income statement, balance sheet and statement of cash flow, in a format Franchisor may reasonably require, together with a certificate executed by Franchisee certifying that the financial statement is true and accurate ("Annual Financial Statements") and any other information as Franchisor may reasonably require. Upon written request from Franchisor, the foregoing Annual Financial Statement will include a profit and loss statement and balance sheet for the Shawarma Restaurant, and will be prepared in accordance with generally accepted accounting principles. If Franchisee defaults under this Agreement, in either submitting the financial statements and reports required in this Section 4 or under reporting Gross Receipts by more than 3%, Franchisor may require, upon written notice to Franchisee, that the next two years of Annual Financial Statements submitted be audited.

4.5 Other Reports. Franchisee will also submit to Franchisor, for review or auditing, other forms, financial statements, reports, records, information and data as Franchisor may reasonably designate, in the form and at the times and places reasonably required by Franchisor, upon request or otherwise in writing. If Franchisee has combined or consolidated financial information relating to the Shawarma Restaurant with that of any other business or businesses, including a business licensed by Franchisor, Franchisee will simultaneously submit to Franchisor, for review or auditing, the forms, reports, records and financial statements (including the Quarterly Statements and Annual Financial Statements) which contain the detailed financial information relating to the Shawarma Restaurant, separate and apart from the financial information from any other businesses. Franchisee hereby authorizes all of its suppliers and distributors to release to Franchisor, upon Franchisor's request, any and all of its books, records, accounts or other information relating to goods, products and supplies sold to Franchisee and/or the Shawarma Restaurant.

4.6 POS and BOH Systems; Other Systems. Franchisee must purchase, install and use the Toast point-of-sale system ("POS System") and a back-of-house system ("BOH System"), in each case, that has been approved in writing by Franchisor and that meets Franchisor's specifications. Franchisee agrees that Franchisor (or Franchisor's designated vendor) will have the right to retrieve any data and information from Franchisee's POS System and its BOH System as Franchisor, in its sole discretion, deems appropriate, including electronically polling sales, menu mix, transaction-level data, inventory, labor and other data of the Shawarma Restaurant; provided, however, Franchisor will take necessary precautions to preserve and protect Franchisee's security and privacy rights in exercising its right hereunder. Franchisee will subscribe to Franchisor's approved polling solution.

Franchisee will use and adhere to a standardized set of menu sales item price look-up codes (PLUs) and descriptors for every menu sales item in Franchisee's POS System and BOH System, including limited time offers. Franchisor may revise its specifications for the POS System and the BOH System periodically. Consequently, Franchisee must upgrade, update or add new features or components to Franchisee's POS System and its BOH System at such time(s) as such specifications are revised. In addition to the foregoing, Franchisor may poll data and information from other systems installed at the Shawarma Restaurant. Franchisor will have the right to access and view all data and information contained in all POS systems at all times.

4.7 Franchisor's Right of Audit. Franchisor or its designated agents or auditors have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at its expense, the books, records, accounts, and tax returns of Franchisee related to the Shawarma Restaurant. If any audit, review or examination reveals that Gross Receipts have been understated in any report to Franchisor, Franchisee agrees to immediately pay to Franchisor the royalty fee due with respect to the amount understated upon demand, in addition to interest from the date that amount was due until paid, at the rate of one and one-half percent (1.5%) per month. If the understated amount exceeds two percent of Gross Receipts as set forth in the report, Franchisee agrees, in addition, upon demand, to also reimburse Franchisor for any and all costs and expenses connected with the audit, review or examination (including reasonable accounting and attorneys' fees). The foregoing remedies are in addition to any other rights and remedies Franchisor may have.

5. PROPRIETARY MARKS

5.1 It is understood and agreed that the franchise granted by this Agreement to use Franchisor's Proprietary Marks applies only to use in connection with the operation of the Shawarma Restaurant franchised in this Agreement at the location designated in Exhibit B, and includes only those Proprietary Marks as are now designated or which may hereafter be designated in writing as a part of the System (which may or may not be all of the Proprietary Marks pertaining to the System owned by Franchisor or an affiliate), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may be adopted or acquired by Franchisor.

5.2 With respect to Franchisee's use of the Proprietary Marks under this Agreement, Franchisee acknowledges and agrees that:

5.2.1 Franchisee will not use the Proprietary Marks as part of Franchisee's corporate or other business name;

5.2.2 Franchisee must not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness as to make Franchisor and another franchisee liable therefore, without Franchisor's prior written consent, which can be withheld for any reason;

5.2.3 Franchisee agrees to execute any documents and provide other assistance deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain the continued validity of such Proprietary Marks; and

5.3 Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the franchised businesses operating thereunder, and Franchisee, at Franchisee's expense agrees to immediately substitute Proprietary Marks upon receipt of written notice from Franchisor.

5.4 Franchisee expressly acknowledges Franchisor's exclusive right to use the mark "Hello Shawarma" for restaurant services and other related food products; the building configuration; and the other Proprietary Marks of the System. Franchisee agrees not to represent in any manner that it has any ownership in the Proprietary Marks or the right to use the Proprietary Marks except as provided in this Agreement. Franchisee further agrees that its use of the Proprietary Marks does not create in its favor any right, title, or interest in or to the Proprietary Marks, and that all of its use will inure to the benefit of Franchisor.

5.5 Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license, without Franchisor's prior written consent, is an infringement of Franchisor's exclusive right to use the Proprietary Marks, and during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to, directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any similar action.

5.6 Franchisee agrees to promptly notify Franchisor of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the licensed Proprietary Marks. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts and things, except that Franchisee will bear the salary costs of its employees.

5.7 Franchisee understands and agrees that its license with respect to the Proprietary Marks is non-exclusive to the extent that Franchisor has and retains the right under this Agreement:

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

5.7.2 To develop and establish other franchise systems for the same, similar, or different products or services utilizing proprietary marks not now or hereafter designated as part of the System licensed by this Agreement, and to grant licenses thereto, without providing Franchisee any right therein; and

5.7.3 To develop and establish other systems for the sale, at wholesale or retail, of similar or different products utilizing the same or similar Proprietary Marks, without providing Franchisee any right therein.

5.7.4 Franchisee acknowledges and expressly agrees that any and all goodwill associated with the System and identified by the Proprietary Marks used in connection therewith will inure directly and exclusively to the benefit of Franchisor and is the property of Franchisor, and that upon the expiration or termination of this Agreement or any other agreement, no monetary amount will be assigned as attributable to any goodwill associated with any of Franchisee's activities in the operation of the Shawarma Restaurant granted herein, or Franchisee's use of the Proprietary Marks.

5.7.5 Franchisee understands and acknowledges that each and every detail of the Hello Shawarma System is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high and uniform standards of quality and services, and hence to protect the reputation and goodwill of Hello Shawarma Restaurants. Accordingly, Franchisee covenants:

5.7.6 To operate and advertise the Shawarma Restaurant, at Franchisee's own expense, under the name "Hello Shawarma," without prefix or suffix;

5.7.7 To adopt and use the Proprietary Marks licensed hereunder solely in the manner prescribed by Franchisor; and

5.7.8 To observe any reasonable requirements with respect to trademark registration notices as Franchisor may from time to time direct or otherwise notify Franchisee in writing.

5.8 In order to preserve the validity and integrity of the Proprietary Marks licensed herein and to assure that Franchisee is properly employing the same in the operation of the Shawarma Restaurant, Franchisor or its agents will at all reasonable times have the right to inspect Franchisee's operations, premises, and Shawarma Restaurant and make periodic evaluations of the services provided and the products sold and used. Franchisee must cooperate with Franchisor's representatives in such inspections and render such assistance to the representatives as may reasonably be requested. Franchisor will be entitled to perform an inspection of the store at all times the store is open, and have access to all areas within the store, and at all other times with reasonable notice to the Franchisee.

6. CONFIDENTIAL OPERATING STANDARDS

In order to protect the reputation and goodwill of Franchisor and the System and to maintain uniform standards of operation ("System Standards") under the Proprietary Marks, Franchisee agrees to conduct the Shawarma Restaurant in accordance with Franchisor's standards and procedures, specifications and techniques, prescribed by Franchisor in the Operations Manual whether made available to Franchisee via electronic communication (including the internet) or via hard copy, and all amendments and updates to it.

Franchisee must at all times treat the Operations Manual, and the information contained in it, as confidential, and use all reasonable efforts to keep the information secret and confidential.

The Operations Manual will at all times remain the sole property of Franchisor.

In order for Franchisee to benefit from new knowledge, information, methods and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Operations Manual by bulletin, video, the Internet, electronic mail or by other written or electronic communication. Franchisee will review, understand, adhere to and abide by all such revisions. Franchisee acknowledges and agrees that (i) Franchisor retains the right to modify, add to, or rescind any requirement, standard, or specification set forth in the Operations Manual in order to adapt the System to changing conditions, competitive circumstances, business strategies, business practices, and technological innovations and other changes that Franchisor deems appropriate in its business judgment, and (ii) Franchisee agrees to comply with those modifications, additions, or rescissions. Notwithstanding the foregoing, no new requirement, standard or specification set forth in the Operations Manual or otherwise, may act as a unilateral amendment to any express term, condition, or provision of this Agreement.

Franchisee acknowledges and agrees that any required standards set forth in this Agreement and the Operations Manual exist to protect Franchisor's interests in the System and the Proprietary Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee (including the day-to-day operation of the Shawarma Restaurant and the conduct and management of Franchisee's employees).

7. TRAINING

Franchisee, its main hands on general manager ("Key Operator"), and, if Franchisee is a corporation or limited liability company, those of Franchisee's officers, directors, who will be engaged in the Shawarma Restaurant, or holders of a legal interest in Franchisee of 25% or more, and all holders of a legal interest in Franchisee with less than 25% if those interest holders will be actively involved with the day-to-day operations of the Shawarma Restaurant, must complete, to Franchisor's satisfaction Franchisor's training program, within 10 days before Franchisee opens its first Shawarma Restaurant. Franchisor considers training integral and necessary, and will not permit any franchisee to proceed to open it Shawarma Restaurant without undergoing Franchisor's comprehensive training program.

8. DUTIES OF THE FRANCHISOR

In addition to Franchisor's obligations as stated in Section 1 of this Agreement, to grant the franchise and the use of the Proprietary Marks, review and approve site selection and Franchisee's lease, and, if in compliance approve opening the Shawarma Restaurant, and as stated elsewhere in this Agreement, to review and approve advertisement, maintain a website and uphold System Standards, Franchisor will do the following:

8.1 Franchisor will provide Franchisee with the Operations Manual when Franchisee begins training, unless Franchisor provides it to the Franchisee during the site development process.

8.2 Franchisor will provide Franchisee, its Key Operator, and other individuals who are identified directly above in Section 7, with a comprehensive pre-opening training program for 6 weeks, which training must be satisfactorily completed before the Shawarma Restaurant can open for business. Training will take place either at our Affiliate's Hello Shawarma® Restaurant, the location of another franchisee, or a training center that we may establish.

8.3 Franchisor will monitor its service mark and if required defend its Franchisee's use of that if it is challenged.

8.4 Franchisor, in its sole discretion, may provide opening assistance to Franchisee at the Shawarma Restaurant. Franchisor will make available to Franchisee continuing advisory assistance in the operation of the Franchised Business and Shawarma Restaurant, in person or by electronic or written bulletins made available from time to time, as Franchisor may deem appropriate, after Franchisee opens its Shawarma Restaurant.

8.5 Franchisor will continue its efforts to assure that high and uniform standards of quality, cleanliness, appearance and service at all Hello Shawarma Restaurants are maintained, to protect and enhance the reputation of the System and the demand for its products and services. Franchisor will establish uniform criteria for approving suppliers; make every reasonable effort to disseminate its standards and specifications to prospective suppliers of Franchisee upon the written request of Franchisee, provided that Franchisor may elect not to make available to prospective suppliers the standards and specifications for food formulas or equipment designs deemed by Franchisor in its sole discretion to be confidential and/or trade secrets; and may conduct periodic inspections of the premises and evaluations of the products used and sold at the Shawarma Restaurant.

8.6 Franchisor will give consideration to approval and determine the suitability of Franchisee's transferee if Franchisee decides to sell its Shawarma Restaurant or a controlling interest in Franchisee's Business, subject to Franchisor's first right of refusal.

8.7 Franchisor will timely provide Franchisee with notice of renewal or non-renewal.

9. DUTIES OF FRANCHISEE

9.1 Franchisee understands and acknowledges that every detail of the System is important to Franchisor, Franchisee and other franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for Hello Shawarma products and services, and to protect the reputation and goodwill of Franchisor. Accordingly, Franchisee agrees that it will:

9.1.1 maintain, at all times during the term of this Agreement, at Franchisee's expense, the premises of the Shawarma Restaurant and all fixtures, furnishings, signs, systems and equipment ("improvements") in it and on it, in conformity with Franchisor's high standards and public image and to make any additions, alterations, repairs, and replacements (but no others, without Franchisor's prior written consent) as may be required by Franchisor;

9.1.2 keep the Shawarma Restaurant in the highest degree of cleanliness and repair (including periodic repainting, repairs or replacement of impaired equipment, and replacement of obsolete signs, all as Franchisor may reasonably direct) and to maintain at the Shawarma Restaurant at all times a facilities maintenance program created and internally administered by Franchisee (or a professional facilities maintenance company selected and retained by Franchisee) that is commercially reasonable based upon the Shawarma Restaurant's particular circumstances (including the age and overall condition of the Shawarma Restaurant, including its furniture, fixtures and equipment). Franchisee is not required to retain or pay for an outside professional facilities maintenance company so long as Franchisee has adequate resources and properly trained personnel to create and administer the facilities maintenance program internally, all as determined by Franchisor in Franchisor's good faith, using Franchisor's commercially reasonable discretion;

9.1.3 meet and maintain the highest governmental standards and ratings applicable to the operation of the Franchised Business;

9.1.4 at its sole cost and expense, complete a full reimaging, renovation, refurbishment and modernization of the Shawarma Restaurant, within the time frame required by Franchisor, but not more often than once every six years (provided, however, Franchisor may require Franchisee to submit reimaging plans and obtain Franchisor's approval of those plans twelve months before the required completion date), including the building design, parking lot, landscaping, equipment, signs, interior and exterior decor items, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies and other products and materials, to meet Franchisor's then-current standards, specifications and design criteria for Hello Shawarma Restaurants, including structural changes, remodeling and redecoration and modifications to existing improvements as may be necessary to do so ("Shawarma Restaurant Renovation"). However, notwithstanding the foregoing:

a) Franchisee will not be required to perform a Shawarma Restaurant Renovation if there are less than two years remaining on the term of this Agreement.

b) If Franchisor has provided to Franchisee written notice that Franchisee is required to complete a Shawarma Restaurant Renovation on or before a date certain in accordance with the foregoing (the "Required Renovation Date") and there are from the Required Renovation Date less than five years but two years or more remaining on the term of this Agreement, then, provided Franchisee has been in substantial compliance with this Agreement, and is not in default at the time of the request, Franchisee may, at its option, extend the term of this Agreement to a date selected by Franchisee that is up to five years following the Required Renovation Date, provided that: (A) Franchisee gives Franchisor written notice of the election to extend not less than six months prior to the Required Renovation Date, or three months following receipt of written notice of the Required Renovation Date, whichever is later; (B) Franchisee is in good-standing under this Agreement); (C) prior to the Required Renovation Date, Franchisee executes an amendment to this Agreement to document the extended term; (D) concurrently with Franchisee's execution of the amendment, Franchisee pays to Franchisor an extension fee equal to Franchisor's then-current renewal fee, prorated for the extended term; and (E) Franchisee in fact completes such Shawarma Restaurant Renovation on or before the Required Renovation Date. At the end of the extended term, Franchisee may renew this franchise in accordance with the Renewal Term and Supplemental Term Option provisions of this Agreement. Nothing in this Section is deemed to limit Franchisee's other obligations during the term of this Agreement, to operate the Shawarma Restaurant in accordance with Franchisor's standards and specifications for the System, including the obligations set forth in this Section; and

9.2 The Shawarma Restaurant must at all times be under the on-site supervision of the Key Operator or a manager, trained and certified by Franchisor. Franchisee or, if Franchisee is owned by more than one individual, the Key Operator must remain active in overseeing the operations of the Shawarma Restaurant, and sufficient communications with Franchisor to ensure that the Shawarma Restaurant's operations comply with the operating standards as promulgated by Franchisor from time to time or otherwise in written or oral communications. Following reasonable advance notice from Franchisor, from time to time, Franchisee must attend in-person meetings with Franchisor's representatives to (among other things) review and discuss the operations and performance of the Shawarma Restaurant and other Shawarma Restaurants operated by Franchisee and its affiliates, which meetings will be at a location designated by Franchisor.

9.3 Franchisee has sole authority and control over the day-to-day operations of the Shawarma Restaurant. Without limiting the generality of the foregoing, Franchisee is solely responsible for (i) recruiting and hiring all employees of the Shawarma Restaurant,

(ii) terms of its employees' employment and compensation, (iii) the proper training of employees in the operation of the Shawarma Restaurant (including in human resources and customer relations), and (iv) Franchisee's compliance with all applicable employment and workplace-related laws (including with respect to employees' wages, taxes, benefits, safety, work schedules, work conditions, assignments, discipline, and termination). Franchisee agrees to employ only suitable persons of good character and reputation, who are legally permitted to work in the United States, or are citizens, who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards. Franchisee will use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Shawarma Restaurant. Franchisee's employees are not Franchisor's employees or agents, and Franchisor has no right or obligation to direct Franchisee's employees or oversee Franchisee's employment policies or practices. Franchisor does not hire or fire Franchisee's employees; this is entirely within Franchisee's control.

9.4 Franchisee will post a sign in a conspicuous location at the Shawarma Restaurant that contains Franchisee's name and states that the Shawarma Restaurant is independently owned and operated by Franchisee under a franchise agreement with Franchisor.

9.5 Franchisee must operate the Shawarma Restaurant as a cashless business and post that fact in a conspicuous place in the Shawarma Restaurant, and must operate in conformity with the Operations Manual and any other uniform methods, standards, and specifications Franchisor may from time to time convey or otherwise notify Franchisee in writing, to insure that the highest degree of quality, service and cleanliness is uniformly maintained and to refrain from any deviation or from otherwise operating in any manner which reflects adversely on Franchisor's name and goodwill or on the Proprietary Marks and in connection therewith:

9.5.1 To maintain in sufficient supply, and use at all times, only those ingredients, products, materials, supplies, and paper goods as conform to Franchisor's standards and specifications, and to refrain from deviating therefrom by using non-conforming items, without Franchisor's prior written consent;

9.5.2 To sell or offer for sale only products and menu items expressly approved for sale in writing by Franchisor, meet Franchisor's uniform standards of quality and quantity as have been prepared in accordance with Franchisor's methods and techniques for product preparation; and to refrain from any deviation from Franchisor's standards and specifications for serving or selling the menu items, without Franchisor's prior written consent; and to discontinue selling or offering for sale any items Franchisor may, in its discretion, disapprove in writing at any time;

9.5.3 To use the premises of the Shawarma Restaurant solely for the purpose of conducting the business franchised hereunder, and to conduct no other business or activity thereon, whether for profit or otherwise, without Franchisor's prior written consent;

9.5.4 To keep the Shawarma Restaurant open and in normal operation during such business hours as Franchisor may prescribe or provide otherwise in writing;

9.5.5 To permit Franchisor or its agents, at any time during ordinary business hours, to remove from the Shawarma Restaurant samples of any ingredients, products, materials, supplies, and paper goods used in the operation of the Shawarma Restaurant, without payment therefore, in amounts reasonably necessary for testing by Franchisor or an independent laboratory, to determine whether those samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if any such ingredient, products, materials, supplier or paper goods have been obtained from a supplier not approved by Franchisor, or if the sample fails to conform to Franchisor's specifications;

9.5.6 To purchase, install and construct, at Franchisee's expense, all improvements, furnishings, signs and equipment specified in the approved standard plans and specifications, and such other furnishings, signs or equipment as Franchisor may reasonably direct from time to time or otherwise in writing; and to refrain from installing or permitting to be installed on or about the premises of the Shawarma Restaurant, without Franchisor's written consent, any improvements, furnishings, signs or equipment not first approved in writing as meeting Franchisor's standards and specifications;

9.5.7 To comply with all applicable federal, state and local laws, regulations and ordinances pertaining to the operation of the Franchised Business. Franchisee must notify Franchisor if the Shawarma Restaurant is closed by order of the health department or other governmental authority within twenty-four hours of the ordered closing; and

9.5.8 Franchisee agrees to grant Franchisor and its agents the right to enter upon the premises of the Shawarma Restaurant at any time during ordinary business hours for the purpose of conducting inspections; cooperate with Franchisor's representatives for these inspections by rendering any assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, take such steps as may be necessary immediately to correct the deficiencies detected during an inspection, including immediately desisting from the further use of any equipment, promotional materials, products, or supplies that do not conform with Franchisor's then-current specifications, standards, or requirements.

9.6 Franchisee will purchase all ingredients, products, materials, packaging, supplies, and other items required in the operation of the Franchised Business which are or incorporate trade-secrets of Franchisor, if any as designated by Franchisor ("Trade-Secret Products") only from Franchisor or suppliers designated by Franchisor, and these Trade-Secret

Products will only be purchased for, used or sold, directly or indirectly, at the Shawarma Restaurant.

Franchisee will purchase all ingredients, products, materials, supplies, including cleaning supplies, paper goods, and other items required for the operation of the Franchised Business (including items required for limited time offers), except Trade-Secret Products, solely from suppliers who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's reasonable standards and specifications for these items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; whose approval would not adversely impact the overall efficiencies of the System; and who have been approved in writing by Franchisor and approval has not been revoked. If Franchisee desires to purchase items from an unapproved supplier, Franchisee will submit to Franchisor a written request for approval, or will request the supplier itself to seek approval. Franchisor will have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at Franchisor's option, either to Franchisor or to an independent laboratory designated by Franchisor for testing prior to granting approval. A charge not to exceed the cost and expenses actually incurred by Franchisor to conduct any inspection, including the actual cost of testing, will be paid by the supplier or Franchisee. In addition, if the proposed supplier lacks its own current and approved form of third-party audit, Franchisor's reasonable cost of third-party audit fees will also be paid by the supplier or Franchisee. Franchisor reserves the right, at its option, to reinspect the facilities and products of any approved supplier from time to time and to revoke its approval upon failure to continue to meet any of the foregoing criteria. Nothing in the foregoing will be construed to require Franchisor to approve any particular supplier, nor to require Franchisor to make available to prospective suppliers, standards and specifications for formulas that Franchisor, in its sole discretion, deems confidential.

9.7 Franchisee will use only the recipes and ingredients used by and as instructed by Franchisor.

9.8 Franchisee is required to conduct a grand opening campaign to promote the opening of the Shawarma Restaurant. Franchisee is required to spend a minimum of $5,000 on its grand opening campaign. Franchisee must account to Franchisor and provide sufficient records to prove the expense has been made. Franchisee can advertise directly to the public through various forms of media. If Franchisee chooses to use the Internet, Franchisor must approve in advance by written consent each and every advertisement, post or promotion placed.

9.9 Franchisee is required to conduct advertising for its Shawarma Restaurant by spending not less than 2% of its monthly gross receipts for that purpose and is required to report the amount it has spent for monthly advertising to Franchisor by the tenth of the next month after the expenditure has been made.

9.10 Franchisee must participate in an Advertising Co-op if Franchisor decides to establish one where the Shawarma Restaurant is located.

If an Ad Co-op has been established, Franchisee will contribute the amount established, from time to time, by the Ad Co-op for its members (the "Co-op Contribution"). The Co-op Contribution will be sent to Franchisor by Franchisee together with the Advertising Fund Contribution set forth above in Section 3.3, and will be allocated by Franchisor to the applicable Ad Co-op account, which will be administered by Franchisor.

Each Cooperative will be organized for the primary purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by its members in local advertising.

No advertising or promotional plans or materials may be used by an Ad Co-op or furnished to its members without the prior approval of Franchisor, pursuant to the procedures and terms set forth in Section below.

Franchisee will pay its required Co-op Contribution to Franchisor monthly, on Gross Receipts for the preceding month, together with such statements or reports as may be required by Franchisor, or by the Ad Co-op with Franchisor's prior written approval.

Franchisor, in its sole discretion, may grant an exemption to any franchisee for any length of time from the requirement of membership in an Ad Co-op, and/or from the obligation to contribute thereto (including a reduction, deferral or waiver of such contribution), upon written request of such franchisee stating reasons supporting such exemption. Franchisor's decision concerning such request for exemption will be final. If an exemption is granted to a franchisee, such franchisee will be required to expend on local advertising, on a monthly basis, the same amount as would otherwise be assessed by the Ad Co-op, as set forth in the Section above.

All local advertising by Franchisee will be in such media, and of such type and format as Franchisor may approve; will be conducted in a dignified manner; and will conform to standards and requirements as Franchisor may specify. Franchisee will not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor.

All advertising and promotional plans proposed to be used by Franchisee or the Ad Co-op, where applicable, except plans and materials that have been previously approved by Franchisor will be submitted to Franchisor for Franchisor's written approval (except with respect to prices to be charged) prior to any use. Franchisor will use its best efforts to complete its review of Franchisee's proposed advertising and promotional plans within fifteen days after Franchisor receives the plans. If written approval is not received by Franchisee or the Ad Co-op from Franchisor within fifteen days after Franchisor's receipt Franchisor will be deemed to have disapproved.

Franchisee will not promote, offer or sell any products or other services related to the Franchised Business through the internet or use the Proprietary Marks or any marks similar thereto in any internet domain name, electronic mail address or home page address, or in the operation of any internet web site without Franchisor's prior written consent.

Franchisee will not operate or create a social media site, page or group containing the Proprietary Marks using tools including, but not limited to, Facebook, MySpace, X, YouTube, Instagram, Google+, Pinterest, Tumblr, SnapChat, Vine, or other social channels without Franchisor's prior written consent, which consent can be denied for any reason. Franchisor may, at any time, require any unapproved page, site or group be discontinued and deleted.

Franchisee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Franchisee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Franchisee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Franchisee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, sexual preference, age, disability, gender identity, genetic information, veteran status, national origin or other categories as provided by law.

Franchisee will comply with all other requirements set forth in this Agreement.

Franchisor reserves the right to test any and all Shawarma Restaurant managers on an annual basis, and may require them to attend and complete additional training at a training facility designated by Franchisor, and at Franchisee's sole cost and expense, if they fail to achieve a satisfactory score. Additionally, Franchisor may make available to Franchisee or Franchisee's employees, from time to time, additional training programs as Franchisor, in its sole discretion, may choose to conduct. Attendance at these training programs may be mandatory. The fees, costs, and expenses of conducting these additional training programs (including instruction and required materials) will be borne by Franchisor. All other fees, costs, and expenses during the training period, including travel (including daily transportation to and from training), accommodations, meals, uniforms, and employee wages and benefits (including any routine or emergency medical services) will also be borne by Franchisee.

10. INSURANCE

10.1 Insurance Program. Franchisee will be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Shawarma Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Shawarma Restaurant. Franchisee will procure, prior to commencement of construction of the Shawarma Restaurant, and will maintain in full force and effect during the Term of this Agreement at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their officers, directors, agents and employees, against any loss, liability, or expense whatsoever from personal injury, death or property damage or casualty, including, fire, lightning, theft, vandalism, malicious mischief, and other perils normally included in an extended coverage endorsement arising from, occurring upon or in connection with the construction, operation or occupancy of the Shawarma Restaurant, as Franchisor may reasonably require for its own and Franchisee's protection.

10.2 Insurance Requirements. Policies will be written by an insurance company satisfactory to Franchisor and Franchisee will maintain in full force and effect throughout the term of this Agreement all insurance which Franchisor determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Shawarma Restaurant, which insurance will include, at a minimum the following coverage:

10.2.1 Workers' Compensation Insurance, with statutory limits as required by the laws and regulations applicable to the employees of Franchisee who are engaged in the performance of their duties relating to the Shawarma Restaurant, including any pre-opening training programs, as well as all other insurance required by statute or regulation of the state where the Shawarma Restaurant is located.

10.2.2 Employer's Liability Insurance, for employee bodily injuries and deaths, with limits as follows:

$1,000,000 Bodily Injury by Accident each accident;
$1,000,000 Bodily Injury by Disease policy limit; and
$1,000,000 Bodily Injury by Disease each employee.

10.2.3 Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including Premises and Operations, Independent Contractors, Products and Completed Operations, Personal Injury, Contractual, and Broad form Property Damage liability coverages, with limits as follows:

$1,000,000 Each Occurrence;
$1,000,000 Personal and Advertising Injury;
$3,000,000 General Aggregate (Other than Products-Completed Operations); and

$1,000,000 Products-Completed Operations Aggregate Limit.

Limit requirements may be achieved by using a combination of primary and excess insurance.

10.2.4 Commercial Automobile Liability Insurance must be provided with the following limit if Franchisee owns, hires or leases automobiles for use in the business:

1) Combined Single Limit of $500,000 for bodily injury, death and property damage per occurrence,

2) All Risk (special perils) Property Insurance, as required to meet the then current health and safety codes and other applicable laws on a replacement cost basis, without depreciation or co-insurance with limits as appropriate, covering the real property of Franchisee and any real property which Franchisee may be obligated to insure by contract. Real property may include building, machinery, equipment, furniture, fixtures and inventory.

10.2.5 Cyber Insurance. Franchisee must obtain a policy to cover it against cyber fraud, cyber-attacks, data breaches, especially for credit cards in the amount of not less than $100,000 per occurrence, with policy limits of $250,000.

10.3 Franchisor as Additional Insured; Cancelation; Limits; Compliance. All insurance policies will provide that the same will not be canceled, modified or changed without first giving thirty days' prior written notice to Franchisor. No cancellation, modification or change will affect Franchisee's obligation to maintain the insurance coverages required by this Agreement. Except for Workers' Compensation Insurance, Franchisor will be named as an Additional Insured on all required policies. All liability insurance policies will be written on an "occurrence" policy form. Franchisee will be responsible for payment of any and all deductibles from insured claims under its policies of insurance. Franchisee will not satisfy the requirements of this Section 10 unless and until certificates of insurance, including renewals, have been delivered to and approved by Franchisor. Franchisee will not self-insure any of the insurance coverages required by this Agreement, or non-subscribe to any State's applicable workmen's compensation laws without the prior written consent of Franchisor. Franchisor will have the right, at any time during the term of this Agreement to increase the minimum limits of insurance coverage or otherwise modify the insurance requirements of this Agreement upon written notice or as otherwise prescribed by Franchisor in writing. If Franchisee fails to comply with any of the insurance requirements, upon written notice to Franchisee by Franchisor, Franchisor may, without any obligation to do so, procure the type of insurance Franchisee has not purchased and Franchisee will owe and be required to pay Franchisor, upon demand, the cost thereof plus an additional ten percent administrative fee.

10.4 Primary Insurance. Insurance obtained by Franchisee Will Be Primary to Franchisor's Own Insurance. Franchisee agrees that all insurance policies obtained by Franchisee will be primary coverage, the applicable limits of which will be exhausted before any benefits (defense or indemnity) may be obtained under any other insurance (including self-insurance) providing coverage to Franchisor. Franchisee will notify its insurers of this Agreement and will use best efforts to obtain an endorsement on each policy stating as follows:

The applicable limits of this policy will be applied and exhausted before any benefits may be obtained (whether for defense or indemnity) under any other insurance (including self-insurance) that may provide coverage to Franchisor. All insurance coverage obtained by Franchisor will be considered excess insurance with respect to this policy, the benefits of which excess insurance will not be available until the applicable limits of this policy are exhausted.

10.5 No Limitation on Coverage. Franchisee's obligation to obtain and maintain the foregoing policy or policies of insurance in the amounts specified will not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor will Franchisee's performance of that obligation relieve it of liability under the indemnity provisions otherwise stated in this Agreement.

10.6 Issuance of Insurance. Franchisee must obtain the insurance required by this Agreement no later than fifteen days before the date on which any construction begins. The Shawarma Restaurant will not be opened for business before Franchisor's receipt of satisfactory evidence that all insurance required by this Agreement is in effect. Upon obtaining such insurance, and on each policy renewal date, Franchisee will promptly submit evidence of satisfactory insurance and proof of payment to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance will include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty days' prior written notice to Franchisor.

10.7 No Representations. Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by Franchisor that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of the insurance required by this Agreement, and the performance by Franchisee of its obligations under this Section 10 of the Agreement will not relieve Franchisee of liability under the indemnification provisions or any other provisions of this Agreement.

11. CONFIDENTIAL INFORMATION

Franchisee will not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation or other entity, any confidential information, knowledge or know-how concerning the construction and methods of operation of the Franchised Business which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of

Franchisee's operation under the terms of this Agreement. Franchisee will divulge such confidential information only to: (i) such employees of Franchisee as must have access to it in order to exercise the franchise rights granted hereunder and to establish and operate the Shawarma Restaurant pursuant hereto; (ii) Franchisee's attorneys and certified public accountants on an as needed basis for legitimate business purposes of the Franchisee; and (iii) as Franchisee may be required by law, provided Franchisee will give Franchisor prior written notice of any such required disclosure immediately upon receipt of notice by Franchisee in order for Franchisor to have the opportunity to seek a protective order or take such other actions as it deems appropriate under the circumstances.

Any and all information, knowledge, and know-how, including drawings, materials, equipment, recipes, prepared mixtures or blends of spices or other food products, and other data, which Franchisor designates as confidential, either specifically in writings of any kind, course of conduct, or which otherwise derives economic value, actual or potential, from not being generally known, and not ascertainable by proper means and in the subject of reasonable efforts, under the circumstances, to maintain secrecy, and any information, knowledge, or know-how which may be derived by analysis thereof, will be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to Franchisee's attention prior to disclosure by Franchisor; or which, at the time of disclosure by Franchisor to Franchisee, had become a part of the public domain, through publication or communication by others; or which, after disclosure to Franchisee by Franchisor, becomes a part of the public domain, through publication or communication by others.

12. COVENANTS

12.1 Key Operator Commitment. Franchisee covenants that, during the term of the Agreement, except as otherwise approved in writing by Franchisor, the Key Operator will devote the Key Operator's full time, energy and best efforts to the management and operation of the Franchised Business.

12.2 Non-Compete; Non-Solicit. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including information regarding the operational, sales, promotional, and marketing methods, procedures and techniques of Franchisor and the System. Franchisee covenants that, during the term of this Agreement, Franchisee (who, unless otherwise specified, will include, for purposes of this Section, collectively and individually: (i) all officers, directors and holders of a legal or beneficial interest of twenty five percent or more of the securities with voting rights of Franchisee and of any corporation, directly or indirectly controlling Franchisee, if Franchisee is a corporation; and (ii) the general partner and any limited partners of Franchisee, including any corporation, and the officers, directors and holders of a legal or beneficial interest of twenty five percent or more of the securities with voting rights of a corporation which controls, directly or indirectly, any general or limited partner of Franchisee, if Franchisee is a partnership, and (3) any members and managers and holders of a legal or beneficial interest of twenty five percent or more of the securities with voting rights of Franchisee and/or any corporation directly or indirectly controlling Franchisee, if Franchisee is a limited liability company) will not, either directly or indirectly, for itself, or on behalf of, or in conjunction with, any person, persons, partnership, limited liability company, association, corporation, or other entity:

12.2.1 Divert or attempt to divert any business or customer of the business franchised hereunder to any competitor by direct or indirect inducements or otherwise, or to do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Proprietary Marks and the System;

12.2.2 Solicit for employment any person who is, at that time, employed by Franchisor or by any other Hello Shawarma franchisee, or otherwise, directly or indirectly, induce any person to leave his or her employment therewith, provided, that, the foregoing covenant will not restrict or prohibit Franchisee from (i) making generalized searches for employees (by use of advertisements in print, electronic or social media, the engagement of search firms or otherwise), (ii) continuing its ordinary course hiring practices that are not targeted specifically or directly at employees of Franchisor or any other Hello Shawarma franchisee, or (iii) hiring an employee of Franchisor or any other Hello Shawarma franchisee who first initiates an employment discussion with Franchisee, so long as neither Franchisee nor any of its affiliates have not violated the foregoing covenant regarding solicitation and inducement ((i) through (iii) are hereinafter referred to as the ("Non-Solicitation Exceptions"). For each instance in which Franchisee or any affiliate of Franchisee hires a manager or assistant manager, or other person who (A) has completed (or is scheduled to complete) training for his or her applicable management role at the applicable Hello Shawarma Restaurant, and (B) was employed by Franchisor or another Hello Shawarma franchisee in the same or a contiguous DMA for not less than the immediately preceding twelve consecutive months, then Franchisee will promptly pay Franchisor or such other Hello Shawarma franchisee (as applicable) the sum of $5,000, whether or not such hiring violated the foregoing covenant regarding solicitation and inducement. If and to the extent the hiring violated the foregoing covenant, nothing contained herein (including Franchisee's payment of the foregoing $5,000 sum) will constitute a waiver by Franchisor of any rights or remedies against Franchisee; or

12.2.3 Own, maintain, operate, engage in, or have any interest in any quick service (either takeout, on premises consumption, or a combination thereof) restaurant that specializes in the sale of shawarma, and other middle eastern food offerings ("Disqualifying Restaurant"); provided, however, that the term "Disqualifying Restaurant" will not apply to any business operated by Franchisee under a franchise agreement with Franchisor or an affiliate of Franchisor.

Franchisee covenants that Franchisee will not, regardless of the cause for termination, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, association, corporation or other entity:

For a period of two years following the termination or expiration of this Agreement, own, maintain, engage in, or have any interest in any Disqualifying Restaurant which is located within a radius of ten miles of the location any existing Franchisee's Shawarma Restaurant, or one which for which a lease has been signed.

Subject to the Non-Solicitation Exceptions, for a period of one year following the termination or expiration of this Agreement, employ or seek to employ any person who is, at the time, employed by Franchisor or by any other Hello Shawarma franchisee, or otherwise, directly or indirectly, induce any person to leave his or her employment.

12.3 Confidentiality and Non-competition agreements. At Franchisor's request, Franchisee will require and obtain execution of a confidentiality and non-competition agreement containing (i) confidentiality obligations similar to those set forth in this Section 12 (including a prohibition against communicating, divulging or using for the benefit of any person, persons, partnership, association, corporation, or any other entity, any confidential information, knowledge, or know-how concerning the methods of operation of the Franchised Business), and (ii) covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's relationship with Franchisee), in each case, in a form satisfactory to Franchisor, including specific identification of Franchisor as a third party beneficiary of those obligations and covenants with the independent right to enforce them, from any or all of the following persons.

All managers and assistant managers of the Shawarma Restaurant, and any other personnel employed by Franchisee who have received or will receive training from Franchisor;

All officers, directors, and holders of a direct or indirect legal or beneficial ownership interest of twenty five percent or more in Franchisee.

The failure of Franchisee, where enforceable at time of employment to obtain execution of the confidentiality and non-competition agreement attached as Exhibit C to this Agreement, and required by this Section 12 will constitute a breach of this Agreement. Franchisee will provide a duplicate original of each confidentiality and non-competition agreement to Franchisor after it has been executed.

12.4 Unenforceable Covenants. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having jurisdiction in a final decision, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant was separately stated in and made a part of this Section 12.

12.5 Right to Reduce Covenants. Franchisee understands and acknowledges that Franchisor will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section 12, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of this Section.

12.6 Injunctive Relief. The parties acknowledge that it will be difficult to ascertain with any degree of certainty the amount of damages resulting from a breach by Franchisee of any of the covenants contained in this Section 12. It is further agreed and acknowledged that any violation by Franchisee of any of said covenants will cause irreparable harm to Franchisor. Accordingly, Franchisee agrees that upon proof of the existence of a violation of any of said covenants, Franchisor will be entitled to injunctive relief against Franchisee in any court of competent jurisdiction having authority to grant such relief, together with all costs and reasonable attorneys' fees incurred by Franchisor in bringing that action.

13. TRANSFERABILITY OF INTEREST; ASSIGNMENT OF LEASE

13.1 Transfer by Franchisor. This Agreement will inure to the benefit of the successors and assigns of Franchisor. Franchisor will have the right to transfer or assign its interest in this Agreement to any person, persons, partnership, association, corporation, or other entity. If Franchisor's assignee assumes all Franchisor's obligations hereunder and sends Franchisee written notice of the assignment so attesting, Franchisee agrees promptly to execute a general release of Franchisor, and any affiliates of Franchisor, from claims or liabilities of Franchisor under this Agreement.

13.2 Transfer by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Agreement in reliance on Franchisee's business skill and financial capacity and capability. Accordingly, neither (i) Franchisee, nor (ii) any immediate or remote successor to Franchisee, nor (iii) any individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in Franchisee or in this Franchise Agreement, will sell, assign, transfer, convey, donate, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or in any legal entity which owns the Franchised Business without the prior written consent of Franchisor. Acceptance by Franchisor of any royalty fee, advertising fee or any other amount accruing hereunder from any third party, including any proposed transferee, will not constitute Franchisor's approval of a party as a transferee or the transfer of this Franchise Agreement to that party. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Franchisor, will be null and void, and will constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 14 of this Agreement.

13.2.1 Conditions for Consent. Franchisor will not unreasonably withhold its consent to any transfer referred to in Section 13, when requested; provided that prior to the time of transfer;

1) All of Franchisee's accrued monetary obligations to Franchisor and its subsidiaries and affiliates will have been satisfied;

2) Franchisee will have agreed to remain obligated under the covenants contained in Section 12 hereof as if this Agreement had been terminated on the date of the transfer;

3) The transferee must be of good moral character and reputation, in the reasonable judgment of Franchisor;

4) Franchisor will have determined, to its satisfaction, that the transferee's qualifications meet Franchisor's then-current criteria for new franchisees;

5) The transferee will execute the then-current form of franchise agreement and such other then-current ancillary agreements as Franchisor may reasonably require. The then-current form of franchise agreement may have significantly different provisions including a higher royalty fee and advertising contributions than that contained in this Agreement. The then-current form of franchise agreement will expire on the expiration date of this Agreement and will contain the same renewal rights, if any, as are available to Franchisee.

6) The transferee will agree at its sole cost and expense, to (i) complete a Shawarma Restaurant Renovation, if needed, within the time frame required by Franchisor, unless a Shawarma Restaurant Renovation was completed within six years prior to the date of the transfer, or the transferee has purchased the Shawarma Restaurant early in its term, and (ii) perform such other scope of work as may be determined by Franchisor;

7) The transferee and such other individuals as may be designated by Franchisor or otherwise in writing, must have successfully completed the training course then in effect for new franchisees. If the Shawarma Restaurant is the transferee's first Hello Shawarma Restaurant, the transferee will pay to Franchisor the then-standard training fee, if any;

8) If the transferee is a partnership, the partnership agreement will provide that further assignments or transfers of any interest in the partnership are subject to all restrictions imposed upon assignments and transfers in this Agreement;

9) Franchisee will, at Franchisor's option and request, execute a written guaranty of the transferee's obligations with respect to the Shawarma Restaurant, which guaranty will not exceed a period of two years from the date of transfer; and

10) Franchisee will pay to Franchisor a transfer fee of Ten Thousand Dollars, to cover Franchisor's administrative expenses in connection with the transfer.

13.3 Transfer on Death or Mental Incapacity. Upon the death or mental incapacity of any person with an interest in this Agreement, the Franchised Business or Franchisee, the executor, administrator, or personal representative of such person will transfer his or her interest to a third party approved by Franchisor within twelve months after such death or mental incapacity. Such transfer, including transfer by devise or inheritance, will be subject to the same conditions as any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 13, the personal representative of the deceased will have a reasonable time, but in no event more than eighteen months from the deceased's death, to dispose of the deceased's interest in this Agreement and the business conducted pursuant hereto, which disposition will be subject to all the terms and conditions for assignments and transfers contained in this Agreement. If the interest is not disposed of within twelve or eighteen months, whichever is applicable, Franchisor may terminate this Agreement.

13.4 Right of First Refusal. Any party holding an interest in this Agreement, the Franchised Business or in Franchisee, and who desires to accept a bona fide offer from a third party to purchase the interest, will notify Franchisor in writing of that offer within ten days of receipt, and will provide the information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within thirty days after receipt of written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on the purchase must occur within sixty days from the date of notice to the seller of the election to purchase by Franchisor. Any material change in the terms of any offer before closing will constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. Failure of Franchisor to exercise the option afforded in this Section 13.4, will not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Section, with respect to a proposed transfer. If the consideration, terms, and/or conditions offered by a third party are not in the form of consideration Franchisor can meet, Franchisor may purchase the interest in this Agreement, for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time as to the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser will be designated by Franchisor, which cost will be split between Franchisor and Franchisee, and his or her determination will be binding upon the parties.

13.5 Grant of Security Interest. Franchisee will grant no security interest in this Agreement unless the secured party agrees that, in the event of any default by Franchisee under any documents related to the security interest: (i) Franchisor will be provided with notice of default and given a reasonable time within which to cure said default; (ii) Franchisor will have the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee or to purchase the rights of the secured party upon payment of all sums then due to such secured party, except such amounts which may have become due as a result of any acceleration of the payment dates based upon Franchisee's default; and (iii) the secured party will agree to such other requirements as Franchisor, in its sole discretion, deems reasonable and necessary to protect the integrity of the Proprietary Marks and the System. Notwithstanding the above paragraph, in no event will any secured party be entitled to (i) use or assign Franchisee's rights with respect to Franchisor's Proprietary

Marks or (ii) use, assign, possess or have access to any trade secrets or confidential information of Franchisor.

14. TERMINATION

14.1 Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will automatically terminate without notice to Franchisee, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or is filed against Franchisee and not opposed by Franchisee; or if Franchisee is adjudicated bankrupt or insolvent; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under the applicable law of any jurisdiction is instituted by Franchisee or against Franchisee and not opposed by Franchisee; or if a final judgment remains unsatisfied or of record for thirty days or longer (unless a supersedeas bond is filed, or the judgment is being appealed); or if Franchisee is dissolved; or if execution is levied against Franchisee's property or business; or if suit to foreclose any lien or mortgage against the premises or equipment of the Shawarma Restaurant developed hereunder is instituted against Franchisee and not dismissed within thirty days; or if the real or personal property of any Shawarma Restaurant developed hereunder is scheduled to be sold after levy thereon by any sheriff, marshal, or constable.

14.2 Franchisee will be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted under it if any of the following events occur:

14.2.1. If Franchisee, at any time, ceases to operate the Shawarma Restaurant for seven consecutive days or otherwise abandons the Shawarma Restaurant, or loses the right to possess the premises of the Shawarma Restaurant, or otherwise forfeits the right to do or transact business in the jurisdiction where the Shawarma Restaurant is located; provided, however, that if, through no fault of Franchisee, the premises are damaged or destroyed by an event not within the control of Franchisee and repairs or reconstruction cannot be completed within one-hundred eighty days after being damaged, then Franchisee will have thirty days after this event to apply for Franchisor's approval to relocate and/or reconstruct the premises, which approval will not be unreasonably withheld;

14.2.2 If Franchisee is convicted of or pleads guilty to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

14.2.3 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Shawarma Restaurant or from the material violation of any health and safety laws, rules, or regulations which poses a significant public health and safety concern, or if the Shawarma Restaurant is closed as a result of a failed inspection by the health department and Franchisor determines, in its sole discretion, that critical violations of applicable health codes are the result of repeated or material failure by Franchisee to comply with the requirements of the Franchise Agreement or the health department. Notwithstanding anything in this Section 14 to the contrary, Franchisor will have the right, in lieu of exercising any right of termination, to require that the Shawarma Restaurant be closed to the public and/or remain closed until the applicable food, health, or safety matters are cured;

14.2.4 If Franchisee, or any partner or shareholder of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee to any third party without Franchisor's prior written consent, contrary to the terms of Section 13 of this Agreement;

14.2.5 If Franchisee fails to comply with the in-term covenants in this Agreement or fails to obtain execution of the required covenants;

14.2.6 If Franchisee discloses or divulges the contents of the Standards or any other confidential information or trade secret provided to Franchisee by Franchisor;

14.2.7 If an approved transfer is not effected as required, following Franchisee's death or mental incapacity;

14.2.8 If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

14.2.9 If Franchisee or any individual, group, association, limited or general partnership, corporation or other business entity which directly or indirectly controls, is controlled by, or is under common control with Franchisee; or which directly or indirectly owns, controls, or holds power to vote twenty five percent or more of the outstanding voting securities of Franchisee; or which has in common with Franchisee one or more partners, officers, directors, trustees, branch managers, or other persons occupying similar status or performing similar functions and commits any act of default under any other Franchise Agreement, entered into by Franchisee and Franchisor, and any successor to Franchisor;

14.2.10 If Franchisee defaults more than twice in any twelve month period for failure to substantially comply with any of the material requirements imposed by this Agreement, whether or not cured after notice;

14.2.11 If Franchisee fails to make royalty payments for three separate months in any twelve month period, or fail three times in a twelve month period to submit when due, financial statements, reports or other data, information or supporting records and these failures to comply are not followed by a minimum of 6 months of on-time payments and monthly report submissions.

14.2.12 If Franchisee refuses to permit Franchisor or its agents to enter upon the premises of the Shawarma Restaurant to conduct any periodic inspection;

14.2.13 If Franchisee uses any of Franchisor's Proprietary Marks in any unauthorized manner or is otherwise in default of the provisions of Section 5 and 8 in this Agreement; or

14.2.14 If Franchisee does not keep up with the standards of the Franchisor.

14.3 Upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement only by giving written Notice of Termination stating the nature of such default to Franchisee at least ten days prior to the effective date of termination if the default is for failure to pay the initial Franchise Fee, royalties, Advertising Fund Contributions (including Cooperative Contributions, if any are due and/or any other financial obligations owed to Franchisor by Franchisee), and thirty days before the effective date of termination for any other default; provided, however, that Franchisee may avoid termination by curing the default to Franchisor's satisfaction within the ten day or thirty day period, as applicable. If not cured within the specified time, this Agreement will terminate without further notice to Franchisee effective immediately after fourteen days, or any longer period as applicable law may require. Franchisee will be required to remove its sign from the Premises and cease all business as a Shawarma Restaurant.

14.4 If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period to terminate that is longer than set forth in this Section 14, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

14.5 Franchisee will indemnify and hold Franchisor harmless for all costs, expenses and any losses incurred by Franchisor in enforcing the provisions of this Section 14, or in upholding the propriety of any action or determination by Franchisor pursuant to this Agreement, or in defending any claims made by Franchisee against Franchisor, or arising in any manner from Franchisee's breach of or failure to perform any covenant or obligation hereunder, including reasonable litigation costs and expenses, attorneys' fees, and expert witness fees incurred by Franchisor in connection with any threatened or pending litigation relating to any part of this Agreement, unless Franchisee will be found, after due legal proceedings, to have complied with all of this Agreement's terms, provisions, conditions and covenants. For the avoidance of doubt, the indemnification provisions of this Section will survive the expiration or termination of this Agreement and be fully binding and enforceable as though expiration or termination had not occurred.

14.6 Potential Liability Resulting from Termination. If you do not comply with a written notice of termination we send and/or deliver and can prove you received, and, a court or arbitrator later upholds the notice as having been properly issued, operation of your business after the date of termination will constitute willful service mark infringement and unfair competition. You will be liable to us for monetary damages to the fullest extent provided by law.

15. FRANCHISEE'S OBLIGATIONS AT TERMINATION OR EXPIRATION

You agree that when this Agreement is terminated or expires, for any reason, you will no longer be eligible to operate the Franchised Restaurant under this Agreement, nor will you be permitted to continue to operate the Franchised Restaurant, regardless of the name to which you change it, if you continue to offer the same or similar services. As a result, you will be obligated and you hereby agree to undertake to disassociate yourself from our franchise program by performing all the tasks which are set forth below:

15.1 De-Identify. You must immediately discontinue use of all our Marks or logo or any mark or name confusingly similar, or any reproduction, counterfeit, copy or imitation of the Marks which are likely to cause confusion, mistake or deception, or which will dilute our exclusive rights to the Marks; or any designation indicating affiliation between you and us or in association with the operation of the Franchised Restaurant under this Agreement and permanently remove from your principal place of business or destroy all signage, stationery, cards, advertising material and other business related items which bear or refer to the Marks.

15.2 Cease and Cancel Use of Marks In Telephone Listings and Advertising. You must take immediate steps to cancel or otherwise discontinue further display or reference to the Marks in any telephone or trade directory and in any advertising, and assign to us all business telephone numbers you used that are associated with your Franchised Restaurant.

15.3 Return Loaned Operations Manual and other Indicia which Display Marks. You must return to us your loaned copy of the Operations Manual including additions or amendments to it. You are required to destroy or return to us, immediately, all other items containing or displaying our Marks.

15.4 Bring All Debt to Us Current. Within 30 calendar days of termination or expiration of this Agreement, or at a later date when the amounts due to us are determined by a final accounting, a copy of which will be provided to you at its completion, or, at our option, by an audit conducted by us, you must pay all accrued monthly royalty fees, plus any late payments due, and all other amounts owed, which you have not yet paid.

15.5 Discontinue All Forms of Promotion as a Franchised Restaurant. You must discontinue all advertising, promotion and all forms of marketing in which you hold yourself out to the public as a Franchised Restaurant and cease all similar advertising to your customers.

15.6 Compliance with Confidentiality and Non-Compete Covenants. You agree to abide by all obligations of confidentiality and by all provisions of the covenant not to compete as described in Section 13 of this Agreement.

15.7 Compliance with Non-Hiring and Customer Servicing Covenant. For a one year period which follows the termination or expiration of this Agreement, for any reason, you agree that you will not offer employment to any of our or our Affiliate's employees, or the employees of another franchisee, to work in a competitive business without our knowledge and prior written approval, or the knowledge and prior written approval of the other HELLO SHAWARMA franchisee.

15.8 No Further Use of Confidential Information or Trade Secrets. You must end the use of any of our confidential and proprietary information, and not use it in any form, in another business, or otherwise convey it to any other individuals or business entities.

15.9. Our Re-Market Rights. Depending on the circumstances of the expiration, or termination, we will have the right to immediately re-market either the Franchised Restaurant or another franchised restaurant in the exclusive territory previously franchised to you.

15.10 Our Right To Purchase At Expiration. When either this Agreement expires, or you are offered the right to renew and decline, or you terminate the Agreement without cause, we will have the option, but not the obligation to purchase the business being conducted at your Franchised Restaurant location, including, but not limited to, all fixtures, merchandise, supplies and equipment (the "Assets") at a price equal to the fair market value of all equipment, supplies and fixtures, plus the wholesale costs of all usable merchandise. We will not purchase supplies with your business entity name we cannot use. There will be no independent appraisal of the Assets, unless we cannot in good faith, agree on a fair price. If we reach an impasse, one appraiser will be retained to make an appraisal, the cost of whom will be split between you and us. There will be no recognition of goodwill in the re-purchase price or the appraisal. We can exercise this option by sending written notice to you within 30 calendar days after termination or expiration of this Agreement. At the closing, you must execute and deliver all documents necessary to transfer good title from your business to us or our nominee and upon delivery of those documents we will pay to you the agreed price, plus or minus all prorations, less all monies that you owe us at the date of closing of the transaction. If you cannot deliver clear title to the Assets, we will have the option to either purchase the Assets from the party that holds the legitimate lien or mortgage, or not purchase them, at our discretion.

Except as otherwise provided above in Section 15, at the termination or expiration of this Agreement, all rights and privileges granted to you under this Agreement will end.

15.11 Collateral Assignment of Lease. If this Agreement terminates, or expires and you either cannot continue to operate your Franchised Restaurant in the location due to loss of that right, or choose not to operate the Franchised Restaurant, in the case of an expiration, we have the option to assume the lease for your location, within thirty calendar days of termination or expiration, by giving the lessor notice of our exercise of this option.

15.12 Payment of Lease Debt. If we exercise our option to assume your Franchised Restaurant lease, we will not be obligated to bring any debt you have under the lease current. Lease debt remains your obligation. If we are unable to assume the lease without bringing the debt current, we may choose to make that payment, but you will then be required to reimburse us within thirty calendar days of the date our payment was made.

15.13 Assign to Our Nominee. If we exercise the option to assume your lease, we will have the right to assign it to our nominee (another franchisee), or operate it as a HELLO SHAWARMA Restaurant, without further consent of the lessor. You will have no ability to control this assignment election, nor do we need to inform you of our decision after we assume the lease.

15.14 No Other Affect. Other than our option to assume your lease, and the required language for your lease we cannot otherwise impact your relationship with your lessor, or the terms of your lease.

16. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

16.1 This Agreement does not constitute Franchisee an agent, legal representative, joint venturer, partner, employee or servant of Franchisor for any purpose whatsoever. It is understood and agreed that Franchisee will be an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor or to incur any debt or any other obligation in Franchisor's name, and that Franchisor will in no event assume liability for, or be deemed liable as a result of any action or by reason of any act or omission of Franchisee, or any claim or judgment arising from Franchisee's action. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed, to state or imply that Franchisor is the employer of Franchisee's employees and/or independent contractors, nor vice versa. The parties further agree that this Agreement does not create any fiduciary or special relationship between them. In all public records, in relationships with other persons, and on letterhead and business forms, Franchisee will indicate its independent ownership of the Shawarma Restaurant and that Franchisee is a franchisee of Franchisor.

16.2 During the term of this Agreement and any extensions, Franchisee agrees to take any action Franchisor deems reasonably necessary for Franchisee to inform and hold itself out to the public as an independent contractor operating the Shawarma Restaurant pursuant to a franchise from Franchisor (including exhibiting a notice of that fact at the Shawarma Restaurant in form and substance satisfactory to Franchisor), subject only to the conditions and covenants set forth in this Agreement. Franchisee will have no right or power to, and will not, bind or obligate Franchisor in any way or manner, nor will Franchisee represent at any time that Franchisee has any right to do so. Without limiting the generality of the foregoing, Franchisee acknowledges that (i) Franchisor has no responsibility or obligation to ensure that the Shawarma Restaurant is developed and operated in compliance with all applicable laws, ordinances, and regulations, and (ii) Franchisor will have no liability in the event the development or operation of the Shawarma Restaurant violates any applicable law, ordinance, or regulation.

16.3 Franchisee agrees to defend, indemnify and hold harmless Franchisor, its parent, subsidiaries and affiliates, and their respective officers, directors, employees, agents, successors and assigns from all claims, demands, losses, damages, liabilities, cost and expenses of litigation (including attorneys' fees and expert witness fees) resulting from, or alleged to have resulted from, or in connection with Franchisee's operation of the Franchised Business, including any claim or actions based on or arising out of (i) Franchisee's violation of any applicable laws, rules, or regulations (including any applicable employment or workplace-related laws, rules, or regulations), (ii) the acts or omissions of Franchisee or any of its employees, or (iii) any injuries, including death to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the Franchised Business and/or the performance of this Agreement by Franchisee, its agents, employees, and/or its subcontractors, their agents and employees, or anyone for whose acts they may be liable, regardless of whether or not that claim, demand, damage, loss, liability, cost or expense is caused in whole or in part by the negligence of Franchisor, Franchisor's representative, or their employees, agents, invitees, or licensees. The provisions of this 16.3 will survive the expiration or termination of this Agreement and be fully binding and enforceable as though such expiration or termination had not occurred.

16.4 Franchisor will advise Franchisee if Franchisor receives notice that a claim has been or may be filed with respect to a matter covered by this Agreement, and Franchisee will immediately assume the defense of that claim at Franchisee's sole cost and expense. Franchisor will have the right, through counsel of its choice, to control any matter to the extent it could directly or indirectly affect Franchisor and/or its parent, subsidiaries or affiliates or their officers, directors, employees, agents, successors or assigns. If Franchisee fails to assume such defense, Franchisor may defend, litigate and settle the action as it deems appropriate and Franchisee will, immediately upon demand, pay to Franchisor all costs and litigation expenses (including attorneys' fees and expert witness fees) Franchisor incurs in affecting that defense, in addition to any sum which Franchisor may pay by reason of any settlement or judgment against Franchisor.

16.5 Franchisor's right to indemnity under this Agreement will exist notwithstanding that joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation or judicial decision.

16.6 Franchisee agrees to pay Franchisor all expenses including attorneys' fees, expert witness fees and court costs and litigation expenses, incurred by Franchisor, its parent, subsidiaries, affiliates, and their successors and assigns to remedy any defaults of or enforce any rights under this Agreement, effect termination of this Agreement or collect any amounts due under this Agreement.

17. REMEDIES AND JURISDICTION

17.1. Remedies are Non-exclusive. Except as specified in particular provisions of this Agreement, no right or remedy conferred on or reserved to you or us by this Agreement is intended to be, nor will be deemed to be exclusive of any other right or remedy provided under this Agreement or permitted by law or equity. On the contrary, each right or remedy will be in addition to every other right or remedy.

17.2 Illinois Courts. The parties agree that any claim, controversy or dispute arising out of or relating to this Agreement or its performance which cannot be amicably settled or resolved through mediation, and is not encompassed below, in the arbitration provision, in Section 17, will be resolved by a proceeding in a court in Illinois, and you agree to irrevocably accept the jurisdiction of the federal and state courts in Cook County, Illinois over those claims, controversies or disputes. We each agree that no litigation arising out of or relating to this Agreement or the performance of it will ever be initiated in any court other than a court in Cook County, Illinois, unless no court in Cook County, Illinois will accept jurisdiction over the case, or the state in which your Shawarma Restaurant is located has laws which render this section inapplicable.

17.3 Service of Process. The parties agree that service of process in any proceeding may be made by serving a person of suitable age and discretion. Service on us may be made at our office or on our registered agent. Service on you may be made at the address given for you at the beginning of this Agreement. Service on you may also be made on your registered agent if you have transferred this Agreement to a corporation or limited liability company. Service on your corporation or limited liability company will also be considered the same as personal service on you. Service on you may also be made by personal delivery to any responsible employee above the age of 18 years old, at your Shawarma Restaurant location when service is made.

17.4 Prevailing Party. If either you or we bring any legal action to construe or enforce the terms of this Agreement, including its termination or post-termination provisions, or to obtain damages or other relief, injunctive or otherwise, to which either party may be entitled under this Agreement, with the exception of the right to request an arbitration proceeding (pursuant to Section 18.3 below), the non-prevailing party agrees that an award will include and agrees to pay the reasonable attorney fees, accountant's fees and all associated costs, expenses, and expert witness fees of the prevailing party.

18. NEGOTIATION; MEDIATION; ARBITRATION

18.1 Attempt to Resolve Differences by Informal Discussions. In the spirit of working together to achieve a mutual benefit, and pursuant to the accommodations made in this Agreement, it is our desire to prevent disputes with franchisees, which, if escalated will divert resources better spent elsewhere. In an attempt to avoid litigation and arbitration, we request that if issues arise that you believe are not being properly handled, that you send us a letter, and copy our counsel whose address appears below in Section 24, stating the facts and the reasons you believe we have not been attentive, or have taken action adverse to your interests. We will review your letter, and attempt to resolve the dispute as quickly as possible, and will contact you to arrange a meaningful and constructive discussion within 30 days of receipt of the letter, unless time is a factor, as made evident in your letter. By honest and good faith negotiation, we may both be able to avoid unnecessary further steps, which would enable both of us to conserve resources. Before filing suit or demanding arbitration, unless immediate injunctive relief is sought, the parties should spend a minimum of six hours working out their differences, preferably face to face, but if not possible, through other means of communication (ie: zoom video conference). After the investment of six hours or longer if the parties have not resolved the issues, one or both parties can propose mediation.

18.2 Dispute Resolution by Mediation. If either party proposes mediation, the parties will choose one mediator to hear the dispute. The mediator must hear the dispute within 30 calendar days. The hearing can be in person in or in Chicago, IL, or by zoom video conference. The parties agree to devote a minimum of eight hours to the mediation. Any and all discussions, negotiations, findings, or other statements by the mediator or the parties made in connection with the mediation will be privileged and confidential and will not be admissible in any litigation, arbitration, or other dispute resolution proceeding. If mediation does not resolve the dispute either party can proceed to request arbitration.

18.3 Dispute Resolution by Arbitration. Disputes between you and us that have not been otherwise resolved, related to any issue arising out of or relating to this Agreement or the rights created by it, its offer, sale and disclosure, and any claimed breach, or the relationship between you and us as a result of this Agreement or this Agreement in conjunction with any other agreement between the parties, and after the parties have complied with Sections 18.1 and 18.2, must be submitted to arbitration, and heard by one arbitrator. The arbitration proceedings will be conducted in the Chicago, Illinois metropolitan area, or, at our option, where our headquarters are located, at the time the claim is filed, or by zoom video conference if in person arbitration is not possible or practical. The rules of the American Arbitration Association ("AAA"), any successor organization, or any similar organization, if the AAA is no longer in operation will be followed. Judgment on the decision of the arbitrator, including any grant of specific performance, may be entered in any court having jurisdiction. The prevailing party will be entitled to recover from the other party or parties, reasonable attorneys' fees, expert witness fees and all associated costs and expenses (including filing fees and the arbitrator's fees). The prevailing party will also be entitled to be awarded all costs of appeal, if the arbitrator's award is challenged.

We both agree that the arbitrator will be limited to awarding actual, and not consequential, punitive, speculative or exemplary damages to the prevailing party. We also agree that arbitration will take place between one franchisee and us, and not on a group, or class-wide basis. If there are multiple franchisees with the same facts and legal issues, we may, for economic and practical purposes permit that type of claim to be submitted to one arbitrator for the purpose of analyzing and determining whether the facts and legal issues are the same. If they are, we may agree to proceed with the arbitration with more than one franchisee; however, if the arbitrator determines either the facts are different enough, or the legal issues are not the same, or will result in the need to consult multiple state laws, the arbitration will be required to be refiled, with each franchisee filing a separate demand.

19. APPROVALS AND WAIVERS

19.1 Whenever this Agreement requires Franchisor's approval, Franchisee will make a timely written request to Franchisor, and the approval or consent will be in writing. Whenever this Agreement or any related agreement grants, confers or reserves to Franchisor the right to take action, refrain from taking action, or grant or withhold Franchisor's consent or approval, unless the provision specifically states otherwise, Franchisor may take into consideration Franchisor's good faith assessment of the long term interests of all stakeholders in the Hello Shawarma System. When the terms of this Agreement specifically require that Franchisor not unreasonably withhold Franchisor's approval or consent, if Franchisee is in material default of this Agreement (after applicable notice and cure period), any withholding of Franchisor's approval or consent will be considered reasonable.

19.2 Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which Franchisor would not otherwise be subject, by providing any waiver, approval, advice, consent, or suggestions to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

19.3 No failure of Franchisor to exercise any power reserved to it in this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default will not affect or impair Franchisor's right with respect to any subsequent default of the same or of a different nature, nor will any delay, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair Franchisor's rights, nor will it constitute a waiver by Franchisor of any rights, or right to declare any subsequent breach or default. Subsequent acceptance by Franchisor of any payments due to it will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

20. COMPLIANCE WITH LEGAL REQUIREMENTS

At your own expense, you must make, execute, and file any and all reports required by any law or public authority with respect to the operation of your Shawarma Restaurant. You must at all times abide by any and all federal, state, county and/or municipal laws and regulations which are applicable to your Shawarma Restaurant, and maintain a current business and food license. You must comply with all applicable tax laws which require you to pay taxes on your income, and remit taxes for your employees, and you must timely remit all taxes due. If applicable, you must comply with the American Disabilities Act, and any other statute that prevents discrimination.

21. GOOD FAITH AND FAIR DEALING

Each party to this Agreement agrees to treat the other in a fair and equitable manner, and in all transactions, interactions and disputes to negotiate and to deal in good faith; it being further understood, that the general industry that this type of business is a part, is highly competitive, and well-developed, that customers have many choices, and, that working together can accomplish more than working at odds with each other.

22. FORCE MAJEURE

Neither party will be liable for any delay or failure to comply with the terms of this Agreement due to any cause, condition or force beyond the control of that party, whether or not foreseeable, including, but not limited to work stoppage, labor strikes, transportation strikes (trucking, rail, ship or air), postal strikes, pandemic, acts of God or severe weather conditions, acts of war or civil disobedience, or emergency orders issued.

23. TIME IS OF THE ESSENCE

Wherever this Agreement requires performance on the part of a party by a specific date, for payments of sums, giving of notice or furnishing of documents or reports, the party required to take the action understands and agrees that it is important to use best efforts to comply with the dates and times set forth in the Agreement, as time is of the essence.

24. INDEPENDENT INVESTIGATION

Franchisor has suggested that franchisee conduct an independent investigation of the Hello Shawarma franchise. There are business risks involved with purchasing a franchise.

25. NOTICES

25.1 To Franchisee. All notices to you must be in writing, personally delivered or sent to you at the address stated at the beginning of this Agreement by certified mail, return receipt requested, by overnight courier service, express mail or email. Notices personally delivered will be deemed received on the date of delivery. Notices sent by certified mail will be deemed delivered 3 business days after placing them in the United States mail, postage prepaid. Notices sent by overnight courier service or express mail will be deemed delivered 2 business days after they are sent, unless receipts show otherwise, or Saturday delivery is specified and accomplished. Notices sent by email are deemed received after the receiver notifies the sender the email has been received.

25.2 To Franchisor. All notices to us will be in writing personally delivered, or sent to the address stated at the beginning of the Agreement. The method for sending is the same as in Section 1) above titled "To Franchisee." If the notice is related to default, termination or mediation, arbitration or litigation, a copy should also be sent to:

Law Office of Marc N. Blumenthal, 8950 Lincolnwood Drive, Evanston, IL 60203 and emailed to mnblawyer@gmail.com

26. MISCELLANEOUS

26.1 Non-Waiver. If either party waives a right or remedy under this Agreement, or in any other manner fails to enforce a right or remedy, that action will not prevent either party from enforcing the same right or remedy in accordance with this Agreement at a later date.

26.2 Agreement Modification. This Agreement may only be modified by an instrument in writing, executed by both parties, dated after the date of this Agreement. We may modify or amend this Agreement within 10 calendar days written notice to you in order to comply with any ordinance, statute or regulation applicable to the Agreement, or the franchise relationship.

26.3 Operations Manual Modification. We may, however, periodically modify our Operations Manual as we, in the exercise of our sole discretion, deem necessary to meet competition, protect our Marks and improve the quality of products and services provided. No modification will alter or reduce your rights under this Agreement.

26.4 Severability and Construction. The provisions of this Agreement are deemed to be severable and the parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

26.5 Invalid Provisions. If any provision is deemed invalid or unenforceable as written, it will not affect the legality or validity of the remaining provisions, but, will be deemed modified or limited to the extent or manner necessary to make that particular provision valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that provision.

26.6 No Other Beneficiaries. Nothing in this Agreement will be deemed to give any person or legal entity other than you or us, and our respective successors and assigns any rights or remedies under or because of this Agreement, except for rights ascribed above to a personal or legal representative.

26.7 Captions. All captions in the Agreement are intended solely for the convenience of the parties and do not affect the meaning or construction of any provision of this Agreement.

26.8 Multiple Originals. This Agreement may be signed in triplicate, and each copy signed will be considered an original. If DocuSign is used, you will be emailed an executed and dated copy.

26.9 Binding Agreement. This is a legally binding Agreement, which binds us and you to its terms and conditions, and will inure to the benefit of the successors and assigns of each party.

26.10 Introduction Incorporated. The introductory remarks included on pages 1 and 2 of this Agreement are incorporated into this Agreement, as if written directly into the terms of this Agreement.

27. NOTIFICATION OF LAWSUITS AGAINST FRANCHISE

You will notify us in writing within five days of notice of the commencement of any action, suit, or proceeding against you, and of the issuance of any inquiry, subpoena, order, writ, injunction, judgment, award, settlement or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of your Shawarma Restaurant, or your interests in this franchise, including, without limitation, any criminal action or proceedings brought by you against your employees, clients, or other persons.

28. FRANCHISE QUESTIONNAIRE AND ACKNOWLEDGMENT DISCLAIMER

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

29. COMPLIANCE WITH ANTI-TERRORISM LAWS

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests are subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Agreement, as provided above in Section 14.

30. ENTIRE AGREEMENT

Each party agrees that the foregoing Agreement, including the Introduction, incorporated by reference and made a part of this Agreement, and attached Exhibits A, B, C and D, represent the entire Agreement, and is the only Agreement between the parties, governing the relationship between the parties and supersedes all previous and contemporary verbal or written understandings, agreements, promises, negotiations and/or representations made by the parties or understood to be in effect at the time this Agreement is executed.

Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document (of which this Agreement is labeled Exhibit B) we furnished to you.

Intending to be legally bound, the parties have duly executed this Agreement in multiple originals on the day and year first above-written.

FRANCHISOR:

HELLO FRANCHISE, LLC

By:__________________________________
Printed Name: _______________________
Its: __________________________________

FRANCHISEE:

By:__________________________________
Printed Name: _______________________
Its: __________________________________

By:__________________________________
Printed Name: _______________________
Its: __________________________________

SCHEDULE 1 – REQUIRED PRODUCT PURCHASES

PRODUCTS THAT MUST BE PURCHASED ONLY FROM US OR OUR DESIGNATED SUPPLIER

Individual Meal Packaging

Bowls

Gloves

Plastic bags

Small Foil bag

Big foil Bag

Wrap package

Family box

Single drink Bag

Double drink Bag

Small wax paper

Big wax paper

Hello Shawarma Stickers

Silverware

Napkins

Wet napkins

Chicken, Beef, Lamb spices

French Fries Spices

<u>EXHIBIT A</u>

GUARANTEE OF PERFORMANCE

In consideration for $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor(s) guarantee(s) the prompt payment of all franchise fees, royalties, advertising contributions to the Marketing Fund, and all other fees, contributions, and expenses to be paid by the Franchisee and the full performance by the Franchisee, Franchisee's heirs, executors, administrators, successors or assigns of all the covenants, and agreements stated in the HELLO FRANCHISE, LLC (“Franchisor”) Franchise Agreement and its attached Exhibits of which this Guarantee of Performance is Exhibit A, and agree(s) to be personally bound to the "non-competition" restrictions as set forth in Paragraph 13 of the Franchise Agreement, just as if the Guarantor(s) were signatory(ies) to the Franchise Agreement.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty will be joint and several; (b) it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) that liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and (d) will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grants to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which modify or amend this Guaranty, which is continuing and irrevocable during the term of the Agreement, and any renewals. However, any partial payment Franchisee has made will lower the amount Guarantor owes Franchisor by that amount.

If Franchisor is required to enforce this Guarantee against any of the undersigned guarantors, it will have the right to proceed against any one, a group of, or all named guarantors to satisfy the franchisee’s debt or other obligations. If Franchisor brings an action to enforce this Guarantee, it will be entitled to its reasonable attorneys’ fees, costs and expenses. This Guarantee is to be governed under the laws of the State of Illinois. All proceedings under this Guarantee are to be conducted in state or federal court located in or nearest to Chicago, Illinois located in Cook County, Illinois. The undersigned submits to the jurisdiction of and the venue in Cook County, Illinois and agrees not to bring legal proceedings anywhere else for purposes of this Guarantee.

Dated this _____ day of _______________, 202___.

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

Home Address:____________________________________
Telephone No.:____________________________________
Email Address:____________________________________
Percentage Of Ownership In Franchisee: ______________%

PERSONAL GUARANTOR

____
Personally and Individually (Printed Name)

____
Personally and Individually (Signature)

Home Address:____________________________________
Telephone No.:____________________________________
Email Address:____________________________________
Percentage Of Ownership In Franchisee: ______________%

EXHIBIT B

EXCLUSIVE TERRITORY

Section 1 of the HELLO FRANCHISE, LLC Franchise Agreement provides for an Exclusive Territory in which you will operate your Hello Shawarma Restaurant and franchise business.

Location Address: ____

Your Exclusive Territory is comprised of a six mile radius from the location of your Hello Shawarma Restaurant.

The grant of an exclusive territory is not a guarantee that you will be successful, or that you will achieve a certain amount of business. You understand that this Exhibit B to the Franchise Agreement clarifies your exclusive territory only.

Dated on the _____ day of _______________, 202__.

HELLO FRANCHISE, LLC

FRANCHISEE(S)

____

____

____

EXHIBIT C

EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT (the "Agreement") made this __________ day of __________, 202__ by and between ________________________________, Employer, a franchisee of HELLO FRANCHISE, LLC, an Illinois Limited Liability Company ("Franchisor") and____, whose address is _____________________________________, an individual ("Employee").

This is an Employee Confidentiality and Non-Compete Agreement. It is an essential part of your employment relationship with your Employer. Please review this Agreement before accepting employment or receiving special training and instruction. Ask your Employer to explain anything you may not understand. It is very important that you fully understand the obligations under this Agreement.

RECITALS

a. Franchisor, and its Affiliate are the owners of all rights in and to a unique system for the preparation and sale of middle eastern cuisine prepared using Franchisor Affiliate's proprietary marks "HELLO SHAWARMA" and served in a restaurant setting designed by Franchisor's Affiliate and refined by Franchisor. The System comprises the Mark(s), the Confidential Information and trade secrets and a Confidential Operations Manual (the "Operations Manual").

b. Under a written agreement (the "Franchise Agreement") with Franchisor, we, as your Employer have been granted a franchise to operate our Shawarma Restaurant which is the right and license to operate for an initial term of ten years, and we, as your employer have an obligation under that Franchise Agreement to enter into this Agreement with you, as one of our managerial or supervisory employees, or as an individual receiving special training and instruction in the operation of the franchised business.

c. The purpose of this Agreement is twofold, (1) to protect Franchisor, its Affiliate and their principals' intellectual property which includes the mark HELLO SHAWARMA and their trade secrets and confidential information, and (2) to prohibit you from using Franchisor and its Affiliate's information to directly or indirectly compete with Franchisor during the term of this Agreement, and for eighteen months thereafter.

TERMS

In consideration for the mutual promises and covenants included in this Agreement, you, as our Employee, and we, as your Employer, agree as follows:

A. PRESERVATION OF CONFIDENTIALITY

1. The Recitals made above are hereby incorporated and made a part of this Agreement.

2. We both acknowledge and agree that by being employed in a supervisory or managerial capacity and/or having received special training, you have access to information and materials which constitute trade secrets and confidential and proprietary information, which are not in the public domain. We further acknowledge and agree that any actual or potential direct or indirect competitor of Franchisor or any of its franchisees will not have access to such trade secrets and confidential information.

3. We both acknowledge and agree that the System includes trade secrets and confidential information which Franchisor has revealed to us in confidence, and that the protection of those trade secrets and confidential information, and the protection of Franchisor against unfair competition from others who have or who have had access to the trade secrets and confidential information, are essential for the maintenance of goodwill and special value of the System.

4. You agree that you will not (a) appropriate, use, or duplicate the System, or any portion of it, for use in any business which is not within the System; (b) acquire any right to use, or to license or franchise the use of any name, Marks or other intellectual property right which is or may be granted by a Franchise Agreement between us and Franchisor unless you become a HELLO SHAWARMA franchisee ; or (c) communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of a Shawarma Restaurant which may be communicated to you as a result of your employment with us. You agree to divulge Franchisor or its Affiliate's confidential information only to those of our other employees who must have access to that information in order to operate that business. Any and all information, knowledge, and know-how, including, without limitation, materials, techniques, and other data, which Franchisor designates as confidential will be deemed confidential for purposes of this Agreement, except information which you can demonstrate came to your attention before we disclosed it to you, or which after the time we disclosed it, had become a part of the public domain through publication or communication by others.

5. You further acknowledge and agree that the Operations Manual, loaned to us for the duration of the term of our Franchise Agreement, is loaned by Franchisor for limited purposes only, and must remain at the Store at all times, and remains the property of Franchisor. Your Employer, as a franchisee is not permitted to reproduce it, in whole or in part, without the advanced written consent of Franchisor which may be withheld. If the Operations Manual is conveyed to us through electronic means, then you unconditionally agree that you will not otherwise access it, copy it, place it on a disk, flash drive or other storage device to remove it from our premises; or send it by any means whatsoever, to any third party for any reason.

6. If, for some reason, you come into possession of an Operations Manual, either physically or by means of a computer generated version and you are terminated, or leave the employment of your Employer, you agree to surrender to your Employer or to an authorized Franchisor

representative, and/or delete from your computer, that Operations Manual and any other written confidential information or trade secrets you may have been given, or with which you were entrusted during the time of your employment.

B. ASSURANCES THAT EMPLOYEE WILL NOT COMPETE

You agree that during the time we employ you, and for eighteen months following your separation of employment from us, or any other HELLO SHAWARMA Restaurant, without the advanced written consent of Franchisor, you may not directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, partnership, corporation or other business entity, engage in or acquire a financial or beneficial interest (including interests in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other business entities with the exception of making an investment of five 5% percent or less in the voting shares of a publicly held and publicly traded company) or make loans to any business which is the same as a Shawarma Restaurant (other than a Shawarma Restaurant franchised to us or to you by Franchisor, after you leave our employ, within a distance of 10 miles outside the perimeter of our exclusive territory, which is 15 miles from our Shawarma Restaurant.

The obligations of this Section B, where applicable, survive this Agreement.

C. BREACH; REMEDY

We both agree that if there is a breach of either the Confidentiality Section A, or the Non-Compete Section B of this Agreement, Franchisor, its Affiliate and its principal and the System, would be "irreparably injured" and would be without an adequate remedy at law. Therefore, if there is a breach or a threatened or attempted breach of any of the provisions of this Agreement, Franchisor will be entitled to enforce the provisions of this Agreement as a third party beneficiary and will be entitled, in addition to any other remedies which it may have under this Agreement or at law, or in equity, to a temporary restraining order or to a temporary and/or permanent injunction and a decree for specific performance of this Agreement without the necessity of showing actual damage, and without being required to furnish a bond or other security.

D. GOVERNING LAW; SEVERABILITY AND CONSTRUCTION; ATTORNEYS' FEES

This Agreement will be governed under the laws of the State of Illinois or (State where our Shawarma Restaurant headquarters is located). All provisions of this Agreement are severable and no other provision will be affected by the invalidity of any provision to the extent that its or their invalidity does not also render the other provision invalid. This Agreement will be interpreted and enforced as if all provisions thereby rendered invalid were not contained in this Agreement. If you violate the provisions of this Agreement and a court or arbitrator agrees that our claims are valid, you will be responsible for our costs and reasonable attorneys' fees, or the reasonable attorneys' fees Franchisor and/or its Affiliate incurs if Franchisor and/or its Affiliate enforces this Agreement against you.

SIGNATURES

We both now sign this Agreement in _____________________, ___effective as of the date stated on the first page of the Agreement.

EMPLOYER

By:______________________ Witness _________________

EMPLOYEE

By:_______________________ Witness ________________

EXHIBIT D

MUTUAL GENERAL RELEASE

This Mutual General Release ("Release") entered HELLO FRANCHISE, LLC ("Franchisor," "we" or "us") and ____ ("Franchisee" or "you") for the following purpose:

Recitals:

a. Franchisor and Franchisee are parties to that particular Franchise Agreement dated the __ day of ____________________, 202__ (the "Agreement").

b. Franchisor and Franchisee agreed in the Agreement that if and when Franchisee chose to transfer the Agreement, the parties would enter into a Release of claims against the other.

c. This Release does not have any effect on monies currently owed to the Franchisor, or its Affiliate, as that party is identified in the Agreement, nor does this Release excuse Franchisee from the covenants that survive the Agreement.

d. This is the current format for the Release. This or another format for a mutual general release may be in use if and when you are required to sign one.

Now therefore, for valuable consideration the Parties acknowledge as sufficient and received, the Parties agree as follows:

Terms:

1. Date of Effectiveness. This Release will take affect when and if, and only at the time that Franchisee has transferred all of its interest in the franchised business to an unrelated third party; and not to a business entity you organize to operate the HELLO SHAWARMA Restaurant ("Shawarma Restaurant"), or you have transferred all of your interest in the Shawarma Restaurant to us.

2. Current Debt. This Release does not forgive any current debt, and it must not be interpreted to reduce or eliminate any monies owed to the Franchisor or its Affiliate, for any reason, at the effective transfer date. Unless otherwise agreed to in writing between the Parties to the Agreement, all amounts you owe us and our Affiliate as of the transfer date will be due and payable in their full amount(s), and we can either withhold our approval of the transfer if you do not satisfy this debt, or we can agree to be paid in full from the closing proceeds, provided the proceeds exceed the amount of debt, if any.

3. Covenants That Survive This Release.

a. This Release does not excuse you from any of the covenants that survive the Agreement. This Release does not excuse adherence to the post-term covenant not to compete. You must not become part of a competitive business in the geographic area and for the time period set forth in the Agreement for post transfer.

b. This Release does not apply to your covenants to not use confidential information and trade secrets after you have transferred your interest in the Shawarma Restaurant. There is no time frame with regard to this prohibition.

c. This Release does not apply to any form of a violation of the Agreement by continued use of our Affiliate's mark Hello Shawarma or any form of that mark, whether or not the mark is accompanied, super-imposed, or straddles a logo, in effect on the date of the Agreement, or implemented after that date; nor does this Release exclude any form of disparagement.

d. This Release will not exclude any finding of intentional deceit or fraud committed to induce this Release.

4. Mutual Release. Notwithstanding the above to the contrary, and, barring any exclusions set forth above, the parties, their officers, directors, shareholders, members, agents, attorneys and representatives by this Release, mutually, now and forever release each other and the above-named releasees from any and all disputes and claims now known or discovered after the effective date of this Release, and from any amounts due to judgment, compromise or settlement of any claims that are pursued.

5. Indemnification. If either party brings any type of legal action or institutes any other proceeding, not otherwise specifically permitted under this Release, that party agrees to indemnify and hold the other party harmless, and to pay any and all costs, expenses and all reasonable attorneys' fees that party incurs.

6. Governing Law; Jurisdiction; Venue.

This Release is to be governed under the laws of the State of Illinois. If there is a dispute related to this Release, either party may enforce it by filing an arbitration demand according to the procedure, and in the location stated in the Agreement.

7. Miscellaneous.

a. This Release may only be amended by a later date writing signed by the parties to whom it applies.

b. Notices under this Release can only be sent in the manner provided for in the Agreement. The address for the Notices are the last known address for each party.

c. If any provision of this Release is found to be unenforceable, and it cannot be limited to the extent that it is enforceable, it will be severed, leaving intact the remainder of the Release.

d. This Release, is the entire agreement stating all applicable terms and conditions. There were no previous negotiations, understandings or agreements on which the parties can rely.

e. No waivers of any provisions of this Release can be inferred or assumed. If either party is requested to waive one or more provisions, that waiver request must be stated in writing and can be reasonably withheld.

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

Done and executed at ____________________, ___ on the date stated at the beginning of the Release.

HELLO FRANCHISE, LLC	FRANCHISEE
___________________________	___________________________
Title _______________________	Title ____________________________
Witness_____________________	Witness ___________________________

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT C

HELLO FRANCHISE, LLC
OPERATIONS MANUAL

Hello Shawarma Operation Manual

Table of Contents

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT D

HELLO FRANCHISE, LLC
FINANCIAL STATEMENTS

The Financial Statements for HELLO FRANCHISE, LLC consist of Audited Financial Statements for the period from our inception on August 14, 2024 to December 31, 2024, and January 1, 2025 to December 31, 2025. The Unaudited Financial Statements cover the period from January 1, 2026 to May 31, 2026.

HELLO FRANCHISE, LLC

FINANCIAL STATEMENTS

FIVE MONTHS ENDED MAY 31, 2026

HELLO FRANCHISE, LLC

FINANCIAL STATEMENTS

FIVE MONTHS ENDED MAY 31, 2026

CONTENTS

WEISS & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

18 EAST 41ST STREET
NEW YORK, NEW YORK 10017-6270

TELEPHONE: (212) 302-3400 FACSIMILE: (212) 764-3269

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Members
Hello Franchise, LLC
Bridgeview, Illinois

Management is responsible for the accompanying financial statements of Hello Franchise, LLC which comprise the balance sheet as of May 31, 2026, and the related statements of income and members' equity and cash flows for the period then ended, and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy of or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Weiss & Company LLP

New York, New York
July 1, 2026

HELLO FRANCHISE, LLC

BALANCE SHEET

MAY 31, 2026

ASSETS

Current assets	
Cash	$ 124,883
Inventories	11,301
Total current assets	136,184
Total assets	$ 136,184

LIABILITIES AND MEMBERS' EQUITY

Current liabilities	
Deferred franchise fees	$ 15,000
Total current liabilities	15,000
Other liabilities	
Deferred franchise fees, net of current portion	112,500
Total other liabilities	112,500
Total liabilities	127,500
Members' equity	8,684
Total liabilities and members' equity	$ 136,184

HELLO FRANCHISE, LLC

STATEMENT OF INCOME AND MEMBERS' EQUITY

FIVE MONTHS ENDED MAY 31, 2026

Revenues	
Product sales	$ 76,814
Cost of goods sold	
Inventories, beginning of period	21,464
Purchases	55,750
Total goods available for sale	77,214
Inventories, end of period	11,301
Total cost of goods sold	65,913
Gross profit from product sales	10,901
Other operating revenues	
Royalties	121,165
Total revenues	132,066
Operating expenses	
Professional fees	22,500
Rent	11,612
Outside services	8,000
Utilities	3,767
State franchise tax	3,082
Postage and shipping	322
Bank charges and sundry	185
Total operating expenses	49,468
Income from operations	82,598
Other income (expenses)	
Charitable contributions	(5,000)
Net income	77,598
Members' equity, beginning of period	15,282
Cash distributions paid to members	(84,196)
Members' equity, end of period	$ 8,684

See independent accountants' compilation report and notes

HELLO FRANCHISE, LLC

STATEMENT OF CASH FLOWS

FIVE MONTHS ENDED MAY 31, 2026

Cash flows from operating activities	
Net income	$ 77,598
Adjustments to reconcile net income to net cash provided by operating activities	
Changes in operating assets and liabilities	
Inventories	10,163
Deferred franchise fees	(15,000)
Net cash provided by operating activities	72,761
Financing activities	
Distributions to members	(84,196)
Net cash used in financing activities	(84,196)
Net decrease in cash	(11,435)
Cash, beginning of period	136,318
Cash, end of period	$ 124,883

See independent auditors' report and notes.

Note 1 - General

Hello Franchise, LLC (the "Company") was formed on August 14, 2024, in the state of Illinois. The Company's principal business is the sale and service of franchises that receive the non-exclusive right to use the service marks "Hello Shawarma" and Hello Shawarma and logo: which includes the tagline "A taste for life."

Note 2 - Summary of significant accounting policies

Basis of accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting.

Revenue recognition

Revenue is recognized at the time the service is provided in accordance with FASB ASC 606, Revenue from Contracts with Customers, which amended the existing accounting standards for revenue recognition.

The Company generates revenue primarily through franchise agreements, which include initial franchise fees and ongoing royalties. Initial fees are paid by franchisees upon signing a franchise agreement for the right to use the Company's brand. These fees are recorded as deferred revenue (deferred franchise fees) and recognized ratably over each franchise agreement's term (typically 10 years from execution). Ongoing royalties are typically based on a percentage of the franchisee's monthly net sales. These are recognized as revenue in the period in which the sales occur, as they qualify for the sales-based royalty exception under ASC 606.

Inventories

Inventories are stated at the lower of cost or market, with cost determined using the first-in, first-out (FIFO) method.

Note 2 - Summary of significant accounting policies (continued)

Income taxes

The Company has elected to be classified as an association taxable as a corporation and further elected S corporation status under Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal or Illinois State corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carryback as a deduction. Instead, the members are liable for individual Federal and State income taxes on the Company's taxable income and include the Company's net operating loss in their individual income tax returns.

In the normal course of business, the Company is subject to examination by taxing authorities for a period of three years from the date the tax returns are filed.

Concentration of credit risk

The Company's cash is deposited with one financial institution. The cash account is insured by the FDIC for up to $250,000. The Company's cash balance may occasionally exceed said limit. The Company has not experienced any losses in the account and believes it is not exposed to any significant credit risk on cash. As of May 31, 2026, the Company's cash balance did not exceed the above said limit.

Use of estimates

Generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Any adjustments applied to estimated amounts are recognized in the year in which such adjustments are determined.

Note 3 - Deferred franchise fees

Deferred franchise fees consists of upfront initial franchise fees (see Note 2). These fees are deferred upon receipt and recognized as revenue on a straight-line basis over the term of the respective franchise agreements.

The following is a reconciliation of the beginning and ending balances of the Company's deferred franchise fees revenue for the five months ended May 31, 2026:

Deferred franchise fees, beginning of period	$142,500
Initial fees received for new franchise agreements	-
Revenue recognized, current period	(15,000)
Deferred franchise fees, end of period	$127,500

Note 4 - Concentration of revenue sources

The Company's total revenues were derived from sales to three customers during the five months ended May 31, 2026.

Note 5 - Related party transactions

The Company utilizes the property of an entity which is owned by the members of the Company. Rent reported on the financial statements represents amounts paid to said entity. The Company also used the bank account of the same related entity for some of its transactions.

Note 6 - Subsequent events

The Company has evaluated subsequent events and transactions for potential recognition and disclosure in the financial statements through July 1, 2026, the date the financial statements were issued.

HELLO FRANCHISE, LLC

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2025

HELLO FRANCHISE, LLC

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2025

CONTENTS

WEISS & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

18 EAST 41ST STREET
NEW YORK, NEW YORK 10017-6270

TELEPHONE: (212) 302-3400 FACSIMILE: (212) 764-3269

INDEPENDENT AUDITORS' REPORT

To the Members
Hello Franchise, LLC
Bridgeview, Illinois

Opinion

We have audited the accompanying financial statements of Hello Franchise, LLC which comprise the balance sheet as of December 31, 2025, and the related statements of income and members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hello Franchise, LLC as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Hello Franchise, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Hello Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 generally accepted auditing standards, 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 Hello Franchise, 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 Hello Franchise, 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.

Weiss & Company LLP

New York, New York
May 7, 2026

HELLO FRANCHISE, LLC

BALANCE SHEET

DECEMBER 31, 2025

ASSETS

Current assets	
Cash	$ 136,318
Inventories	21,464
Total current assets	157,782
Total assets	$ 157,782

LIABILITIES AND MEMBERS' EQUITY

Current liabilities	
Deferred franchise fees	$ 15,000
Total current liabilities	15,000
Other liabilities	
Deferred franchise fees, net of current portion	127,500
Total other liabilities	127,500
Total liabilities	142,500
Members' equity	15,282
Total liabilities and members' equity	$ 157,782

See independent auditors' report and notes.

HELLO FRANCHISE, LLC

STATEMENT OF INCOME AND MEMBERS' EQUITY

YEAR ENDED DECEMBER 31, 2025

Revenues	
Product sales	$ 200,101
Cost of goods sold	
Inventories, beginning of year	-
Purchases	71,546
Total goods available for sale	71,546
Inventories, end of year	21,464
Total cost of goods sold	50,082
Gross profit from product sales	150,019
Other operating revenues	
Royalties	77,083
Marketing	6,404
Total other operating revenues	83,487
Operating expenses	
Marketing	10,988
Rent	9,686
Professional fees	8,560
Utilities	5,386
Repairs and maintenance	1,912
Filing fees	625
Bank charges and sundry	113
Postage	11
Total operating expenses	37,281
Income from operations	196,225
Other income (expenses)	
Charitable contributions	(5,000)
Net income	191,225
Members' equity, beginning of year	127,000
Cash distributions paid to members	(302,943)
Members' equity, end of year	$ 15,282

See independent auditors' report and notes.

HELLO FRANCHISE, LLC

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2025

Cash flows from operating activities	
Net income	$ 191,225
Adjustments to reconcile net income to net cash provided by operating activities	
Changes in operating assets and liabilities	
Inventories	(21,464)
Deferred franchise fees	142,500
Net cash provided by operating activities	312,261
Financing activities	
Distributions to members	(302,943)
Net cash used in financing activities	(302,943)
Net increase in cash	9,318
Cash, beginning of year	127,000
Cash, end of year	$ 136,318

See independent auditors' report and notes.

Note 1 - General

Hello Franchise, LLC (the “Company”) was formed on August 14, 2024, in the state of Illinois. The Company’s principal business is the sale and service of franchises that receive the non-exclusive right to use the service marks “Hello Shawarma” and Hello Shawarma and logo: which includes the tagline “A taste for life”.

Note 2 - Summary of significant accounting policies

Basis of accounting

The Company’s policy is to prepare its financial statements on the accrual basis of accounting.

Revenue recognition

Revenue is recognized at the time the service is provided in accordance with FASB ASC 606, Revenue from Contracts with Customers, which amended the existing accounting standards for revenue recognition.

The Company generates revenue primarily through franchise agreements, which include initial franchise fees and ongoing royalties. Initial fees are paid by franchisees upon signing a franchise agreement for the right to use the Company's brand. These fees are recorded as deferred revenue (deferred franchise fees) and recognized ratably over each franchise agreement's term (typically 10 years from execution). Ongoing royalties are typically based on a percentage of the franchisee’s monthly net sales. These are recognized as revenue in the period in which the sales occur, as they qualify for the sales-based royalty exception under ASC 606.

Inventories

Inventories are stated at the lower of cost or market, with cost determined using the first-in, first-out (FIFO) method.

Note 2 - Summary of significant accounting policies (continued)

Income taxes

The Company has elected to be classified as an association taxable as a corporation and further elected S corporation status under Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay Federal or Illinois State corporate income taxes on its taxable income and is not allowed a net operating loss carryover or carryback as a deduction. Instead, the members are liable for individual Federal and State income taxes on the Company's taxable income and include the Company's net operating loss in their individual income tax returns.

In the normal course of business, the Company is subject to examination by taxing authorities for a period of three years from the date the tax returns are filed.

Concentration of credit risk

The Company's cash is deposited with one financial institution. The cash account is insured by the FDIC for up to $250,000. The Company's cash balance may occasionally exceed said limit. The Company has not experienced any losses in the account and believes it is not exposed to any significant credit risk on cash. As of December 31, 2025, the Company's cash balance did not exceed the above said limit.

Use of estimates

Generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Any adjustments applied to estimated amounts are recognized in the year in which such adjustments are determined.

Note 3 - Deferred franchise fees

Deferred franchise fees consists of upfront initial franchise fees (see Note 2). These fees are deferred upon receipt and recognized as revenue on a straight-line basis over the term of the respective franchise agreements.

The following is a reconciliation of the beginning and ending balances of the Company's deferred franchise fees revenue for the year ended December 31, 2025:

Deferred franchise fees, beginning of year	$ -
Initial fees received for new franchise agreements	150,000
Revenue recognized, current year	(7,500)
Deferred franchise fees, end of year	$142,500

Note 4 - Concentration of revenue sources

The Company's total revenues were derived from sales to three customers during the year ended December 31, 2025.

Note 5 - Related party transactions

The Company utilizes the property of an entity which is owned by the members of the Company. Rent reported on the financial statements represents amounts paid to said entity. The Company also used the bank account of the same related entity for some of its transactions.

Note 6 - Subsequent events

The Company has evaluated subsequent events and transactions for potential recognition and disclosure in the financial statements through May 7, 2026, the date the financial statements were issued.

HELLO FRANCHISE, LLC

Financial Statements for the Year Ended
December 31, 2024 and
Independent Auditor's Report

RENE DOWNS, CPA

INDEPENDENT AUDITORS' REPORT

To the members of
Hello Franchise, LLC:

I have audited the accompanying Balance Sheet for the one year ending December 31, 2024 of Hello Franchise, LLC (an Illinois Limited Liability Company). These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, such financial statements present fairly, in all material respects, the financial position of Hello Franchise, LLC as of December 31, 2024 in conformity with accounting principles generally accepted in the United States of America.

Rene Downs CPA
BFAC LTD
11150 S Harlem Ave
Worth, IL 60482

Rene Downs

February 20, 2025

HELLO FRANCHISE, LLC

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HELLO FRANCHISE, LLC

BALANCE SHEET
DECEMBER 31, 2024

ASSETS	**2024**
CURRENT ASSETS:	
Cash and cash equivalents	$127,000
Accounts receivable:	
Trade - less allowance for doubtful accounts ($0)	0
TOTAL ASSETS	$127,000
LIABILITIES AND EQUITY	
CURRENT LIABILITIES:	$0
Accounts payable	
EQUITY:	
Paid in capital	$127,000
TOTAL LIABILITIES AND OWNERS EQUITY	$127,000

See notes to financial statements.

HELLO FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
PERIOD ENDED DECEMBER 31, 2024

1. DESCRIPTION OF THE BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of the Business - Hello Franchise, LLC (the "Company") is an Illinois Limited Liability Company organized on August 14, 2024. The business is privately held. The Company's principal business is the sale and service of franchises that are given the non-exclusive right to use the service mark Hello Shawarma. The service mark is owned by Mohammad Naser ("Licensor") who entered into a Trade Name and Service Mark License ("Agreement") with the Company on September 30, 2024. Pursuant to this Agreement, the Company has been granted a non-exclusive license to use the federally registered service mark HELLO SHAWARMA ("Mark(s)") and any other future marks developed by the Licensor to offer franchises under the Mark(s) and to sign franchise agreements that grant the non-exclusive use of the Mark(s). The Agreement has been entered into for a term of thirty years with an option to extend the use of the Mark(s) for two ten year periods. The Licensor is obligated to make all continuing filings necessary to maintain the use of the Mark.

The primary purpose of the Company is to offer for sale, train, and service franchisees that sell chicken, beef and lamb Shawarma and other food and beverage menu items. As of December 31, 2024 the Company had not begun to offer franchises yet.

Use of Estimates - These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America which require management to make estimates and assumptions that affect the reported amounts of assets and liabilities.

Cash and Cash Equivalents - Cash and cash equivalents include amounts in banks and any short-term liquid investments. The Company considers investments with an original maturity of three months or less to be cash equivalents.

Fair Value of Financial Instruments - The carrying amounts for cash and cash equivalents are reasonable estimates of their fair value due to the short maturities of these instruments.

Inventories - There were no inventories.

Property, Plant & Equipment- *There* was no property, plant & equipment.

Revenue Recognition - The Company recognizes service revenue based on the period the service is performed.

1. Initial Fee. An initial franchise fee is due in one lump sum, and is not refundable, (except as provided in the Company's franchise agreement), upon awarding the franchise to the franchisee when the franchise agreement has been signed. Where required, the initial franchise fee is recorded as deferred income and recognized as revenue when the franchisee is ready to begin operations. The initial franchise fees will be recognized in accordance with ASC 606 over the term of the franchise agreement and this term is typically 10 years.

2. Royalty Revenue. The Company's franchise agreement requires each franchisee to make monthly payments to the Company for the use of the Mark(s) and the system. The royalty is based on payment of 6% of gross receipts. The royalty payments are not refundable.

Reporting – Hello Franchise LLC has will file Form 1065 – Partnership Tax Return in accordance with the IRS EIN Letter dated August 16,2024.

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT E

STATE ADDENDA FOR FRANCHISE DISCLOSURE DOCUMENT

STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT

http://www.dfpi.ca.gov

The State Cover Page has been amended to include the following risk factors:

1. Item 3 is amended to state that no person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Item 6 (Section 4) is amended to state:

The highest interest rate allowed by law in California is 10% annually.

3. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

4. Items 17 (c) and (m) are amended to state that you must sign mutual general release of claims, if you transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

5. Item 17 (h) is further amended to state that the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

6. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

7. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Cook County, IL. This provision may not be enforceable under California law.

8. Item 17 (w) is further amended to state that the Franchise Agreement contains a provision requiring application of the laws of Illinois. This provision may not be enforceable under California law.

STATE OF HAWAII

THE MUTUAL GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT WILL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OF ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER "OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

STATE OF ILLINOIS

1. Notice Required by Law:

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

2. Item 5 is amended to state that the initial franchise fee will be deferred until we have met our pre-opening obligations to you and you have opened for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. Item 17
17 (m). To the extent the Mutual General Release required to be executed to complete a renewal requires a waiver of compliance with the Illinois Franchise Disclosure Act, that requirement is void.

Item 17 (t). Representations made in this Disclosure Document cannot be excluded by a merger and integration section in the Franchise Agreement.

Item 17 (u) and (v). The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action that is otherwise enforceable in Illinois, except that arbitration may be held outside Illinois, however, the Franchise Agreement provides for jurisdiction and venue for litigation and arbitration solely in Illinois.

Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act and Illinois law will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

Item 17 (w). The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under that Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. Notwithstanding, the Franchise Agreement requires that Illinois law applies, and that venue in Cook County, Illinois is proper.

STATE OF INDIANA

1. Item 8 of the Disclosure Document is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

2. Items 6 and 9 of the Disclosure Document are amended to add the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. The "Summary" column in Item 17(r) of the Franchise Disclosure Document is deleted and the following is inserted in its place:

No competing business for two (2) years within the Territory.

The "Summary" column in Item 17(t) of the Franchise Disclosure Document is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17(v) of the Franchise Disclosure Document is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Illinois.

This language has been included in this Franchise Disclosure Document as a condition to registration.

The Franchisor does not agree with the above language and believes that each of the provisions of the Franchise Agreement, including all venue provisions, are fully enforceable.

The Franchisor intends to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by it, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17(w) of the Franchise Disclosure Document is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Illinois law applies.

STATE OF MARYLAND

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

1. Items 17 (c) and (m) are amended to conform to COMAR 02.02.08.16L. Accordingly, under Maryland Franchise Registration and Disclosure Law we cannot require you to agree to a general mutual release as a condition of renewal, sale, and/or assignment/transfer that applies to or relieves any liability under that law.

2. Item 17 (h) is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17 (u) is amended to state:
The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.

5. Item 17 (w) is amended to state that the mutual general release language contained in Section 13 at the time of transfer of the Franchise Agreement will not relieve us or our Affiliate from liability under the Maryland Franchise Registration and Disclosure Law.

STATE OF MINNESOTA

1. Minnesota law provides that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Items 17 (b) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.

4. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or termination penalties. Nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor’s principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antifraud, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirement for franchisee to renew or extend,"** and Item 17 (m), entitled "**Conditions for franchisor approval of transfer"**:

   > However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

STATE OF NORTH DAKOTA

1. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement will relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

2. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

3. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or Illinois law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.

STATE OF RHODE ISLAND

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 et seq. (the "Act"), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a Franchise Agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

COMMONWEALTH OF VIRGINIA

Item 17(h) is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein.

This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgment. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

17. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

STATE OF WISCONSIN

This Addendum to the Franchise Disclosure Document amends Item 17 of the Franchise Disclosure Document as follows:

ITEM 17 of the Disclosure Document is amended to add the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

STATE ADDENDA FOR FRANCHISE AGREEMENT

STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ____ ________________________________to amend and revise the Franchise Agreement.

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. and Prof. Code §§20000-20043, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. The California Franchise Relations Act provides rights to Franchisee concerning termination, transfer or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 2, 13 and 14.

2. Section 12 of the Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

3. Section 14 which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

4. Section 17 of the Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

5. Section 17 of the Franchise Agreement requires application of the laws of Illinois. This provision might not be enforceable under California law.

6. Section 18 requires binding arbitration. The arbitration will occur at the forum indicated in Section 18, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. and Prof. Code §§20000-20043, are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

Each of the undersigned acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:_____________________
By: _________________________________	By: ___________________________
Title:_________________________________	Title: _________________________
Date:____________________________________	Date:____________________________

STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and _____ _________________________to amend and revise the Franchise Agreement.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically Sections 2, 13 and 14 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

2. Section 14, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

3. Section 13 requires Franchisee to sign a mutual general release as a condition for transfer of the franchise; such release will exclude claims arising under the Hawaii Franchise Investment Law.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:______________________
By: __________________________________	By: ____________________________
Title:_________________________________	Title: ___________________________
Date:_____________________________________	Date:____________________________

STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ________________________________ to amend and revise the Franchise Agreement.

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. Sections 2 and 13 are amended to add:

No release will be required as a condition of renewal or transfer or as a condition to receiving a refund of a portion of the Franchise Fee following a termination of the Franchise that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

2. Sections 2 and 14 are amended to add:

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

3. Section 3.1 is amended to state that the initial franchise fee will be deferred until we have met our pre-opening obligations to you and you have opened for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

4. No action for liability under the Illinois Franchise Disclosure Act will be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever will first expire.

5. Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of this State is void. This Section will not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor will it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

6. Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern. Notwithstanding, the Franchise Agreement requires that Illinois law applies and the venue is proper in Illinois.

To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:______________________
By: __________________________________	By: ____________________________

Title:________________________________ Title: __________________________

Date:___________________________________ Date:__________________________

STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ________________________________ to amend and revise the Franchise Agreement.

In recognition of the requirement of the Indiana Deceptive Franchise Practices Law, IC 23-2-2-2.7 and Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement for HELLO FRANCHISE, LLC. has been amended as follows:

1. Sections 12 and 15 are amended subject to Indiana Code 23-2-2.7-1(9) to provide that post-term non-competitor covenants will have a geographical limitation of the territory granted to Franchisee.

2. Section 14 is amended to prohibit unlawful unilateral termination of a Franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

3. Sections 13 is amended to state that the prospective general release and the separate mutual general release of claims against Franchisor provided for may be subject to and cannot release claims under the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

4. Section 16 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

5. Sections 17 is amended to provide that Franchisee may commence litigation in Indiana for any cause of action under Indiana law.

6. Section 17 is also amended to provide that, in the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail.

7. Section 18 is amended to provide that arbitration between Franchisor and Franchisee, will be conducted at a mutually agreed upon location.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Indiana Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

Other than as stated in this Addendum, the Franchise Agreement remains unchanged and in full force and effect.

The parties have signed this Addendum below and agree to be bound by the changes it makes to the Franchise Agreement.

HELLO FRANCHISE, LLC	Franchisee:____________________
By: ____________________________	By: __________________________
Title:____________________________	Title: __________________________

Date:________________________________ Date:________________________

STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ______
________________________________ to amend and revise the Franchise Agreement.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 14, concerning termination and Section 2, concerning renewal of the Franchise Agreement.

2. Sections 17 and 18 of the Franchise Agreement are amended to provide that a Maryland franchise regulation states that is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise Agreement.

3. Section 17 of the Franchise Agreement requires that the Franchise be governed by the laws of the State of Illinois; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland will prevail.

4. Section 13 and 26 of the Franchise Agreement are amended as follows:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:______________________
By: ________________________________	By: ___________________________
Title:________________________________	Title: _________________________
Date:________________________________	Date:___________________________

STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ________________________________ to amend and revise the Franchise Agreement.

1. Sections 2 and 14 of the Franchise Agreement are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party.

Section 5 of the Franchise Agreement is amended to require that Franchisor indemnifies Franchisee against liability to third parties resulting from claims by third parties that Franchisee's use of Franchisor's trademarks infringes trademark rights of the third party.

3. Section 13 provides for a mutual general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D which prohibits a franchisor from requiring a franchisee to assent to a general release.

4. Section 17 of the Franchise Agreement is amended to read as follows:

"Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of Illinois, without recourse to Minnesota choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."

5. The following language will appear at the end of Section 17 of the Franchise Agreement:

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

6. Minn. Rule 2860-4400J prohibits waiver of a jury trial. To the extent Section 18 of the Franchise Agreement states that trial by jury is waived, that language is deleted.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this

Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:_____________________
By: __________________________________	By: ____________________________
Title:_________________________________	Title: __________________________
Date:____________________________________	Date:___________________________

STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ____ to amend and revise the Franchise Agreement.

In recognition of the requirements of the General Business Laws of the State of New York, Section 33, §§ 680 through 695, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. Section 13 of the Franchise Agreement is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.

2. Under Section 13 of the Franchise Agreement, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.

3. Section 17 of the Franchise Agreement requires that the Franchise be governed by the laws of Illinois. This requirement will not be considered a waiver of any right conferred upon Franchisee by Section 33 of the General Business Laws.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:_____________________
By: __________________________________	By: ____________________________
Title:_________________________________	Title: ___________________________
Date:_____________________________________	Date:____________________________

STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ____________________________________to amend and revise the Franchise Agreement.

The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq*. The Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. Section 12 and 15 are amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

2. Section 13 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

3. Section 17 is amended to provide that any provision in the Franchise Agreement that designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, and any provision that purports to waive trial by jury is deleted.

4. Sections 17 and 18 are amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.

5. Sections 17 is amended to state that the statute of limitations under North Dakota Law will apply.

6. Section 17 is amended to state that in the event of a conflict of laws, North Dakota Law will prevail.

7. Section 17 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, or Illinois law. If such provisions are in conflict with North Dakota law, the Franchise Agreement will be governed by North Dakota law.

8. Section 18 is amended to the extent that the laws of the State of North Dakota are not pre-empted by the Federal Arbitration Act, to state that arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:_____________________
By: _________________________________	By: ___________________________
Title:_________________________________	Title: __________________________
Date:_____________________________________	Date:___________________________

STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ____________________________________ to amend and revise the Franchise Agreement.

In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, for all Franchise Agreements offered and sold in the State of Rhode Island, the Franchise Agreement for HELLO FRANCHISE, LLC is amended as follows:

1. Section 13 requires Franchisee to sign a mutual general release as a condition for transfer, such release will exclude claims arising under The Rhode Island Franchise Investment Act.

2. Sections 17 and 18 are amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Section 17 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.

Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:______________________
By: __________________________________	By: ____________________________
Title:_________________________________	Title: __________________________
Date:____________________________________	Date:___________________________

COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ________________________________ to amend and revise the Franchise Agreement.

> Section 14 of the Franchise Agreement which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement is amended to the extent that it includes language that provides a franchisor can use undue influence to induce a franchisee to surrender any right given under the franchise, which language may not be enforceable.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:____________________
By: ________________________________	By: __________________________
Title:_______________________________	Title: _________________________
Date:__________________________________	Date:__________________________

STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ______________________________ to amend and revise the Franchise Agreement.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein.

This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations

period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgment. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under

RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

17. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:_____________________
By: ______________________________	By: __________________________
Title:______________________________	Title: _________________________
Date:_________________________________	Date:__________________________

STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to by and between HELLO FRANCHISE, LLC and ______________________________to amend and revise the Franchise Agreement.

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 will supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum will be deemed to be inconsistent with any terms or conditions of said Franchise Agreement, or exhibits or attachments thereto, the terms of this Addendum will govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

HELLO FRANCHISE, LLC	Franchisee:______________________
By: __________________________________	By: ____________________________
Title:_________________________________	Title: ___________________________
Date:_____________________________________	Date:___________________________

EXHIBIT F

FRANCHISEE OUTLET LIST

State of Illinois

1. Bolingbrook -Murad Danaa and Mohammad Naser, 282 S. Weber Road, Bolingbrook, IL 60490, 630-770-4444
2. Lombard - Abdulmajeeb Zeidan and Chadi Adas, 521 E. Roosevelt Road, Lombard, IL 60148, 318-955-3127, 630-330-4444
3. Niles - Suhib Assaf, 5606 W. Touhy Avenue. Niles, IL 60714, 847-636-4444

EXHIBIT G

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	Effective Date:	
Hawaii	Effective Date:	
Illinois	Effective Date:	July 22, 2026
Indiana	Effective Date:	
Maryland	Effective Date:	
Michigan	Effective Date:	
Minnesota	Effective Date:	
New York	Effective Date:	
North Dakota	Effective Date:	
Rhode Island	Effective Date:	
South Dakota	Effective Date:	
Virginia	Effective Date:	
Washington	Effective Date:	
Wisconsin	Effective Date:	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT H

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 HELLO FRANCHISE, LLC offers you a franchise, HELLO FRANCHISE, LLC 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 unless otherwise stated in your state's addendum.

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.

New York law requires us to provide this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If HELLO FRANCHISE, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The Franchisor is HELLO FRANCHISE, LLC, located in Bridgeview, Illinois. Its telephone number is 708-506-9904.

The franchise seller for this offering is Muayad Abunijmeh, Managing Member of HELLO FRANCHISE, LLC, 10272 S. Harlem Avenue, Bridgeview, Illinois 60455. His telephone number is 708-506-9904.

HELLO FRANCHISE, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated July 1, 2026 including the following exhibits on the date listed below:

A. List of State Administrators and Agents for Service of Process
B. Franchise Agreement
C. Operations Manual Table of Contents
D. Financial Statements
E. Franchise Disclosure Document State Addenda and State Addenda for Franchise

Agreements
F. Franchise Outlet List
G. State Effective Page
H. Receipts

Please sign and date this copy and retain for your records.

FDD received: Date: ___________________________

Prospective Franchise Signature: _________________________

Prospective Franchisee Name: ___________________________

Return to:
HELLO FRANCHISE, LLC
10272 S. Harlem Avenue
Bridgeview, IL 60455
(Copy # 1)

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 HELLO FRANCHISE, LLC offers you a franchise, HELLO FRANCHISE, LLC 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 unless otherwise stated in your state's addendum.

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HELLO FRANCHISE, LLC authorizes the respective state agencies identified on Exhibit A to receive service.

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E. Franchise Disclosure Document State Addenda and State Addenda for Franchise Agreement
F. Franchise Outlet List

G. State Effective Page
H. Receipts

Please sign and date this copy and retain for your records.

FDD received: Date: ___________________________

Prospective Franchise Signature: ________________________

Prospective Franchisee Name: ___________________________

(Copy # 2)