FRANCHISE DISCLOSURE DOCUMENT

HIGH RISE GOODIES RESTAURANT GROUP, INC.
a California corporation
1875 Century Park East, Suite G
Los Angeles, California 90067
(310) 772-2829
bijan@trimana.com; www.trimana.com

High Rise Goodies Restaurant Group, Inc. will grant you a franchise to use our system to operate a quick service restaurant featuring specialty sandwiches, salads, salad bar, pastas, soups, bakery goods, grilled items, juices, smoothies, coffee, drinks and specialty convenience items (or a combination of these items) under the Trimana, Trimana Express or Trimana Fresh Market brands, a quick service restaurant featuring soups as well as hot and cold sandwiches and salads under the Salad Got Soup brands, or Mexican-style food items under the TacoLimon brand. In some instances, we may permit you to operate a Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup or TacoLimon with one or more add-ons, such as Got Soup!, Pizza Benne or Pasta Benne in one facility.

The total investment necessary to begin operating a stand-alone Trimana/Trimana Express/Trimana Fresh Market/Salad Got Soup/TacoLimon franchise with or without our add-ons is between $257,075 and $774,600. This includes $55,550 to $363,800 that you pay to us or our affiliate.

The total investment necessary to begin operating a Contract Management franchise under the Trimana/Trimana Express/Trimana Fresh Market/Salad Got Soup/TacoLimon brands with or without our add-ons is between $116,925 and $362,800. This includes $29,900 to $152,000 that you pay to us or our affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all 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 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 Bijan Yadegar at 1875 Century Park East, Suite G, Los Angeles, California 90067, Telephone: (310) 772-2829.

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.

FTC Issuance Date: November 14, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit L.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only High Rise 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 High Rise franchisee?	Item 20 or Exhibit L lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 California. 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 California than in your own state.

2. **Territorial Exclusivity**. Your restaurant may not receive territorial exclusivity. If you do obtain some exclusivity, your exclusivity will only apply to the type of restaurant you operate and not to other franchisor branded restaurants to which you do not obtain rights in your franchise agreement.

3. **Going Concern**. The auditor's report on the franchisor's financial statements expresses substantial doubt about the franchisor's ability to remain in business. This means that the franchisor may not have the financial resources to provide services or 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.

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

We are High Rise Goodies Restaurant Group, Inc., a California corporation. We were formed in 1996. To simplify this Disclosure Document, we refer to ourselves as "High Rise," "we" or "us." Sometimes we are known as "Trimana" or "Goodies." "You" means the person who buys the franchise. Sometimes in this Disclosure Document "you" also means individuals who are stockholders of a corporation, members of a limited liability company, or partners of a partnership that buys a franchise.

We have no predecessors or parent companies. We aren't in any other business and do not sell franchises in any other line of business.

We franchise upscale quick service restaurants called Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup and TacoLimon. Our Trimana, Trimana Express and Trimana Fresh Market restaurants feature specialty sandwiches, charbroiled sandwiches, salads, salad bar, cold and hot pastas, soups, bakery goods, grilled items, rice bowls, cholesterol free french fries and french fries sauce bar, juices, smoothies, coffee, drinks and specialty convenience items (or any combination of these items). Our Salad Got Soup restaurants emphasize specialty salads and soups. Our TacoLimon restaurants feature Mexican-style food items. We also offer three add-ons to our restaurant concepts: Got Soup! featuring soups as well as sandwiches and salads; PastaBenne featuring pasta dishes and PizzaBenne featuring Italian-style pizzas. We have offered Trimana franchises since 1997 and stand-alone Trimana Express and Got Soup! restaurants since 2007. We offered Salad Got Soup franchises since 2010, and TacoLimon franchises beginning in 2011. As of 2011, we no longer offer stand-alone Got Soup! restaurants; only as an add-on to our other concepts. As of March 2014, we began offering PizzaBenne and PastaBenne concepts, as add-ons to our Trimana, Trimana Express and Trimana Fresh Market concepts.

Most Trimana, Salad Got Soup and TacoLimon restaurants feature food that is prepared while you wait. Trimana Express and Trimana Fresh Market feature freshly prepared pre-packaged foods that can be picked-up and paid for without a wait. The initial investment for these restaurants is approximately the same and all are governed by the same franchise agreement.

Starting in 2011, we offered a Contract Management franchise in which we negotiate arrangements with a building owner or landlord and you operate a franchised restaurant there. We expect this program to have a lower initial investment. Its term will vary.

We have some affiliates (companies we control, that control us or are under common control with us). The affiliates are Fox Elyad Corp., Watt-Elyad Corp., Kambiz-Yad Corp., Beverly-Elyad Corp., Goodies of 333 Hope, Inc., Fox Elyad Corp., Oxnard Elyad Corp., 633 Elyad Corp., 5th Elyad Corp., 1925 Elyad Express, Inc., 2049 Elyad Corp., Pine Elyad Corp., Museum Elyad Corp., World Elyad Corp. and Miriam and Leah Corp. A majority interest in each of these affiliates is owned collectively by Bijan Ben Yadegar, Faramarz Fred Yadegar and John Elisha.

The affiliates operate or have operated restaurants under the name "Trimana," "Trimana Express," "Trimana Fresh Market" "Got Soup!", "Salad Got Soup" and "TacoLimon." See Exhibit L for the address of these restaurants. These restaurants are similar to the one you will operate. In some instances, we may permit you to operate a Trimana/Trimana Express/Trimana Fresh Market, Salad Got Soup or TacoLimon with one or more of our add-ons, such as Got Soup!, PastaBenne or PizzaBenne in one facility. We do not operate restaurants like the one you will operate; but, our principals have experience in operating our affiliated restaurants described above. Our affiliates do not offer franchises in any business.

Our home office is at 1875 Century Park East, Suite G, Los Angeles, California 90067. Our agent for service of process is Bijan Ben Yadegar whose business address is the same as ours.

We believe there is a market that is still developing for quick service restaurants like the ones we franchise, especially in office buildings located in business centers. We expect your restaurant to do business mainly with office workers who want a reasonably priced breakfast, lunch or snack. We also franchise locations in malls, strip centers and neighborhood shopping centers. Market conditions for the operation of your business may fluctuate due to any pandemics or epidemics affecting the geographic area where you operate. There will likely be adverse consequences from these types of events on this type of business in general and on franchised businesses in particular that are unknown at this time.

You will compete with other restaurants and convenience stores where people can go to eat and buy food, including franchises, chains, individually owned restaurants and convenience stores, as well as other meal options available to people, such as dining in their office or at home, in office catering, and grocery store deli counters.

You must comply with laws on operating a restaurant, like sanitation, health and safety laws, health department inspections, smoking restrictions, public posting of notices of health hazards, fire safety and emergency preparedness laws, rules on use, storage and disposal of waste, insecticides and other hazardous materials, environmental laws like laws on recycling and regulating use of certain containers and materials that may harm the environment, menu and menu board labeling laws and rules requiring restaurant operators to disclose certain calorie or other nutritional information about the foods they sell, , and also policies imposed by the building, mall, strip center and neighborhood shopping center where your restaurant is located. This also includes the Hazard Analysis and Critical Control Point ("HACCP") food safety program adopted by the U.S. Food & Drug Administration, and rules on handling, preparing and serving foods by people with communicable or infectious diseases. As an employer, you must comply with laws on minimum wages, overtime, maximum working hours, working conditions, unlawful discrimination, and restricting employment of children. Your restaurant must also satisfy accessibility requirements under the Americans with Disabilities Act.

ITEM 2. BUSINESS EXPERIENCE

Director, Chief Executive Officer, President and General Manager of Operations: Bijan Ben Yadegar

Bijan Ben Yadegar has been one of our Directors and has served as our Chief Executive Officer, President and General Manager of Operations since 1996.

Director, Vice President and General Manager of Accounting and Employee Training: Faramarz Fred Yadegar

Faramarz Fred Yadegar has been one of our Directors and has served as our Vice President and General Manager of Accounting and Employee Training since 1996.

Director, Chief Financial Officer, Secretary and General Manager of Purchasing, Employee Training and Vendor Relations: John Elisha

John Elisha has been one of our Directors and has served as our Chief Financial Officer, Secretary and General Manager of Purchasing, Employee Training and Vendor Relations since 1996.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4. BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You pay us an initial fee of $50,000. If you purchase from us or one of our affiliates an existing restaurant that has less than 10 years left on its lease, then the franchise fee is $5,000 times the number of years left on the lease term. If you enter into a Contract Management Franchise, which is for a location that we arranged with a building owner or landlord, then the franchise fee is $25,000. You pay the initial fee when you sign the Franchise Agreement.

We may grant you a franchise for an existing restaurant operated by us or an affiliate of ours, or that you buy from another franchisee. If you buy an existing restaurant, your purchase price is determined by negotiation based mainly on market value of the business. The price typically is paid on a mutually agreed closing date.

Other initial fees you pay us are a security deposit and first month's rent if you lease or sublease from us. If we construct the improvements for your restaurant, you must also pay us an agreed amount for the construction work.

We refund the initial fee less $10,000 if we elect to terminate the Franchise Agreement because you don't have a signed lease for your restaurant within 90 days after signing the Franchise Agreement or you don't complete our initial training. There are no refunds under other circumstances. We or one of our affiliates may also have the right to retain ten percent (10%) of the purchase price under the Contract for Sale of Assets if the escrow fails to close because of your default under that agreement. The deposit you make under the Contract for Sale of Assets will usually equal fifty percent (50%) of the purchase price for the assets, although it may be less in some circumstances. If before loan or lease assignment approval or for any reason except termination of training by us, you start and do not complete the training program, you forfeit ten percent (10%) of the purchase price paid to us. Under the Contract for Sale of Assets, we may designate ourselves as escrow and hold the money deposited pending completion of the sale. Therefore, it is not a traditional "escrow." If we do so, we can place the amount received from you in our bank account and commingle your deposit with our other funds.

See Item 10 for financing we offer if you purchase an existing restaurant from us or our affiliates.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of Gross Receipts or a specified minimum amount, whichever is greater	Wednesday of each week	Gross Receipts is defined broadly to include all revenue from the franchised restaurant. (See Note 1).
Advertising Fund (Pat Fund)	2% of Gross Receipts Currently, until further notice, we are deferring collection of Pat Fund fees. We may re-institute the fee on written notice to you.	Wednesday of each week	We specify the percentage, up to 2%. Gross Receipts is defined broadly to include all revenue from the franchised restaurant. (See Notes 1 and 2).

Type of Fee	Amount	Due Date	Remarks
Additional Training	Standard rates for additional training are currently $500 per day.	Before start of additional training	Additional training requested by you; or required by us for refresher training after you start operating. (See Note 3)
Operations Manual	$2,500	Immediately on demand	If your loaned copy of the Operations Manual is lost or destroyed, you pay us $2,500 for another copy.
Proprietary Goods and Services	Unknown	30 days	We will invoice you for any proprietary products we sell to you.
Third party payments	Amounts owed to third parties	Varies	You must keep your trade accounts current and try to resolve any disputes. If you don't, then we can pay the amounts claimed. If we do this, then you must repay us what we paid.
Approval of suppliers	$250	Immediately on demand	You must pay us a fee of $250 each time you ask us to approve a supplier.
Insurance	Amount of Insurance Premium plus $1,000 administrative fee annually	Immediately on demand	We can require you to participate in an insurance policy we buy. If we buy, you must also pay us an administrative fee. If you do not get or keep required insurance, we can get it for you. If we do this, you must pay for it, or pay us back, at our choice.
Understatement of Gross Receipts	Amount of understatement; interest at highest legal rate up to 1 ½% per month (10% annually in California); cost of audit	Immediately on determination of understatement	If an audit shows you understated Gross Receipts, you pay us what was understated plus interest. If you understated Gross Receipts by 2% or more, you also pay us the cost of the audit.
Renewal Fee	The amount of your initial franchise fee or our then initial franchise fee for new franchisees, whichever is higher.	On signing renewal agreement	You pay this fee to renew your franchise. At the effective date of this Disclosure Document, this amount is $50,000. This fee will be higher if our then current initial franchise fee applicable to new franchisees is higher at the time of renewal.
Transfer Fee	One-half your initial franchise fee or one-half of our then initial franchise fee for new franchisees, whichever is higher.	Before transfer	We require you to pay this fee as a condition to granting our consent to your proposed transfer. At the effective date of this Disclosure Document, this amount is $25,000. This fee will be higher if our then current initial franchise fee applicable to new franchisees is higher at the time of transfer.
Qualifying Transferee	$600	Before transfer	Non-refundable fee for processing and qualifying your proposed transferee.

Type of Fee	Amount	Due Date	Remarks
Operation in Event of Death or Incapacity	5% of Gross Receipts and reimbursement of our expenses	During period we manage your franchise	If you die or become so ill that you can't run the business, we can run it until we think you have a qualified person running it. You must reimburse all our expenses for this and also pay us a management fee equal to 5% of Gross Receipts. We can take this out of your Gross Receipts.
Transferor's Payment of Royalties and Other Amounts	Unknown	After transfer of franchise	If you transfer your franchise, then you must pay us any royalties and other amounts that your transferee fails to pay.
Payments on Termination	Unknown	End of Franchise Agreement	When the Franchise Agreement ends, you must pay whatever is due to us and pay us all expenses we incur due to any default by you.
Appraisal	Amount of independent appraiser's fee	When required by appraiser	We can buy your assets after termination of the Franchise Agreement. If we can't agree how much to pay, then we'll appoint an appraiser who will decide. We can deduct the cost of the appraisal from the price we pay you for your assets.
Indemnity	Unknown	On Demand	You must protect us against having to spend money due to any activity of your business. This also includes the construction of the location of your business.
Attorneys' Fees	Amount of our costs of collection, including court costs and attorneys' fees	On Demand	If we get into a legal proceeding over the Franchise Agreement, any related agreement, or your business, then you must reimburse the money we spend in the proceeding.
Our Cure of Breach by you	Amount of our expenses	On demand	We can try to cure your breach of the Franchise Agreement. You have to repay the expenses we incur for doing this.
Late Payment	Highest legal rate up to 1 ½% per month on unpaid amount plus $100 processing fee	Not applicable (amount accrues on overdue payments)	You pay us interest if you don't pay us on time. The interest rate is 18% per year, but if the law says we can't charge this much, then the rate is whatever the law allows. There is also a $100 processing fee.
Consideration From Suppliers	Unknown	Not paid by franchisee	We are entitled to receive money from suppliers based on sales in our system.
Rent under Sublease	Based on contracted amount if you rent your location from us	Monthly	You pay rent and other payments to us if you sublease your location from us.

Type of Fee	Amount	Due Date	Remarks
Operating Expenses Under Sublease	Will vary, based on amount charged under Master Lease	10 days before our due date under the Master Lease	This includes property taxes, insurance, common area maintenance, parking and utility costs specified in the Master Lease payable by us. You pay these expenses if you sublease your location from us.
Security Deposit under Sublease	Will vary. Usually equals two months' rent	On signing the Sublease	When rent increases, the Security Deposit will increase to equal the new rent amount.
Late Fee under Sublease	10% of overdue amount plus interest of 10% per year	As incurred	You pay this for failure to make timely payments if you sublease from us.
Loan Payments	Will vary	First day of each month	Payable if you finance a purchase from us and enter into the Promissory Note attached to this Disclosure Document as Exhibit H.
Interest on Loans	Will vary	First day of each month	Payable if you finance a purchase from us and enter into the Promissory Note attached to this Disclosure Document as Exhibit H. (See Note 5).
Relocation Fee	Unknown	On Demand	If you relocate your restaurant, you must pay us all expenses we incur relating to your relocation.
Expenses to Cure Violation	Incurred costs and expenses, plus 15%.	On Demand	Payable if we elect to cure a federal, state or local law or regulation violation on your behalf. (Franchise Agmt. Sec. 18.3(f))
Violation of Approved Vendors	$250 per violation	On Demand	We can assess this fee against you each time you fail to purchase products from our approved vendors.

All fees are imposed by and are payable to us. (See Note 4.) All fees are nonrefundable and uniformly imposed, except as noted above and in Note 4.

NOTES:

1. Gross Receipts are all amounts you receive on account of sales by the Restaurant, whether cash or credit, for food, beverages, catering, and any other goods or services, whether or not eaten, sold or performed at the Restaurant, whether or not identified by our trademarks. Gross Receipts also include receipts from vending machines. Gross Receipts do not include refunds to customers, or sales, use or service taxes collected and paid to the taxing authority. The minimum royalty you must pay each week will be based on total square footage of office space in the building where you operate. Minimum royalty amounts are as follows:

Square Footage of Office Space	Minimum Weekly Royalty
0 - 250,000	$350
250,000 - 300,000	$400

300,000 - 350,000	$450
350,000 - 400,000	$500
400,000 - 500,000	$550
500,000 - 600,000	$600

For each additional 100,000 square feet over 600,000, add $50 per week to the $600 minimum weekly royalty

For the Contract Management franchise the minimum weekly royalty is $300 for a restaurant in a building with up to 600 occupants. Each additional 100 occupants is $50.

These amounts may increase annually with increases in the Consumer Price Index.

2. If and when established, you and other franchisees will contribute money to the promotions, advertising and training fund (the "Pat Fund"). We will administer the Pat Fund. It will be used for all kinds of promotions we select and it will pay for all kinds of costs of promotion. It is described in more detail in Item 11. There are no current cooperatives.

3. Other than initial training, we have not planned a specific form of regular training, so we cannot estimate the frequency of additional training or conferences. We do not anticipate requiring your attendance at more than three training programs in one year. We expect subjects and length of any additional training to vary depending on specific training you ask for, or areas of training we think you or your managers need. Currently, we intend to charge for additional training at the rate of $500 per day and you must pay your own travel and living expenses while in training. No training program, other than initial training, will exceed 4 business days in duration. (Franchise Agreement Sec. 8.8)

4. We may, in our sole discretion, reduce, restructure or forgive royalties, Pat Fund fees, principal or interest payments on promissory notes, and/or other financial obligations payable by you if you lose a significant amount of business because (a) a major tenant moves out of the building(s) where your franchise is located; or (b) the building(s) where your franchise is located are closed or inaccessible for an extended period of time; or (c) competitive food service facilities are opened and materially affect your operations and/or gross sales; or (d) existing competitive food service facilities in your building make your operations uneconomical; or (e) the franchise purchased by you was operated as a company operation and we determine that the minimum royalty in the schedule requires adjustment. If these circumstances arise, on written request from you, we will evaluate the situation and assess, in our sole discretion, whether or not to reduce, restructure or forgive any of your financial obligations. We may choose to monitor the situation on a weekly or monthly basis, and may discontinue or modify the terms of any reduction, restructuring or forgiveness at any time. Though we may choose under the circumstances described above to reduce, restructure or forgive all or part of your financial obligations to us, we are not obligated to do so and may elect not to modify any obligations. Consequently, you should not purchase a franchise with the expectation that your financial obligations to us will be modified if you encounter the circumstances described above. Due to the COVID-19 pandemic, we did not uniformly collect royalties from all of our franchisees in fiscal years 2020 and 2021.

5. The amount of any interest to be charged will not exceed the maximum allowed under state law.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (Stand Alone Franchise)

The following table estimates your anticipated initial investment for the period before opening your franchise until about 3 months after opening a stand-alone franchise. These are only estimates.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee(1)	$50,000	Lump Sum	At Signing	Franchisor
First 3 Months Rent(2)	$11,700-$18,000	Cash	At Signing	Franchisor or Third Party
Real Property Security Deposit(3)	$7,800-$12,000	Cash	At Signing	Franchisor or Third Party
Leasehold Improve-ments(4)	$90,000-$275,000	As Agreed	Before opening for business	Franchisor or Third Party
Furniture & Fixtures(5)	$15,000- $60,000	As Agreed	On Purchase	Vendors
Equipment(6)	$45,000-$250,000	As Agreed	Before Opening	Vendors
Initial Inventory(7)	$5,000-$20,000	As Agreed	As Agreed	Vendors
Signage(8)	$300-$3,000	As Agreed	As Agreed	Vendors
Yellow Pages(9)	$100-$300	As Agreed	As Agreed	Phone Company
Initial Advertising(10)	$2,000-$5,000	As Agreed	As Agreed	Vendors
Uniforms (11)	$1,100-$2,000	As Agreed	As Agreed	Vendors
Insurance (12)	$2,500-$10,000	As Agreed	As Agreed	Insurance Company and Franchisor
Maintenance/ Upgrading (13)	$625-$2,500	Cash	As Incurred	Third Parties
Deposits (14)	$400-$2,000	As Required	As Agreed	Vendors
Additional Funds – First 3 Months (15)	$8,000-$20,000	Not Applicable	Not Applicable	Not Applicable
Minimum Royalty for First 3 Months (16)	$4,550-$7,800	Cash	Weekly	Franchisor
Travel and Living Expenses While Training	$3,000-$7,000	Cash	As incurred	Manager and third parties
Employee Salaries for First 3 Months	$10,000-$30,000	Cash	As agreed	Employees
TOTALS (17) (18)	$257,075-$774,600			

NOTES:

The table above provides your estimated initial investment for a stand-alone Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup or TacoLimon franchise offered by this Disclosure Document. If we permit you to offer Got Soup! PastaBenne or PizzaBene as an add-on to one of our other concepts or a combination Trimana/Trimana Express/Trimana Fresh Market/TacoLimon or Salad Got Soup franchise in one facility, your initial investment may be higher. Unless otherwise indicated, all amounts payable are non-refundable. See Item 10 for financing we provide.

(1) If you purchase from us or one of our affiliates an existing restaurant that has a lease term of less than 10 years, then the franchise fee will equal $5,000 times the number of years left in the lease term.

(2) The estimates are for a restaurant of about 1,500 to 4,000 square feet, with monthly rent around $1.50 to $2.60 per square foot. The estimates assume that rent per square foot will be less than $1.60 for a larger size restaurant and more than $2.60 for a smaller size restaurant. We do not anticipate that you will buy real estate for your franchise, so real estate purchase costs estimates are not provided. You may also be required to pay additional amounts as percentage rent. For restaurants that exceed 4,000 square feet and are located in a prime location, the rent may be as high as $11,000 per month and $33,000 for three months. The amount of your rent will depend on many factors such as market conditions, geographic location, size, condition of the premises, and a wide range of other factors. If you sublease from us, your monthly rent may exceed the rent we pay under our lease.

(3) This estimate assumes that the security deposit will equal 2 months' rent. For restaurants that exceed 4,000 square feet and are located in a prime location, the security deposit may be as high as $22,000.

(4) The low estimate assumes that the minimum cost for leasehold improvements is $90,000. These estimates are for improvements consisting of utilities (electrical, plumbing and gas), ducting, partitioning, flooring, ceiling tile, doors, windows, counters, fire life safety systems, engineering and architectural fees, equipment layout design, and permit fees, as well as related work such as painting and cleanup. We may elect to construct your leasehold improvements. If we do this, you will pay us an agreed upon amount for the improvements, which amount will include a profit for us.

(5) These estimates are for fans, tables, chairs, music system, office furniture and equipment, artwork, baskets, safe, menu board, smallware, general approved decorations and related items.

(6) The low estimate assumes that equipment having a total estimated cost of $45,000 is purchased. The high estimate is for purchase of equipment for a large restaurant. The equipment is expected to include all or most of the following items: walk-in refrigerator or refrigerator box, walk-in freezer or freezer box, sinks, coffee maker and grinder and cappuccino machine (for the Trimana/Trimana Express/Trimana Fresh Market and TacoLimon concepts), POS cash registers (you may choose between our two designated POS systems, POSitouch and Toast. The cost for either system are similar.) and scales, storage shelving, preparation table, microwave ovens, toasters, refrigerated sandwich tables, slicer, warmers, fryers and grill (for the Trimana/Trimana Express/Trimana Fresh Market/TacoLimon concepts), stove, convection oven, display shelving, cookie and ice cream freezer, drink dispenser, bottled drinks display cooler, sneeze guard system, food processor, blender, electric soup kettle (for the Got Soup! and Salad Got Soup! concept) turbo chef oven (for the PastaBenne and PizzaBenne add-on concepts) and miscellaneous additional equipment. You may not lease your equipment. You must give us a security interest in your equipment to secure your obligations under the Franchise Agreement and all related agreements.

(7) Paper goods, food supplies, janitorial supplies and promotional merchandise. For some stores, the initial inventory may also include greeting cards.

(8) The low estimate is for a door sign we approve. The high estimate reflects the possible need to pay for additional or more expensive signage (like a monument sign, neon signs, or eyebrow signs) at some locations.

(9) These estimates are for listings in one or more local directories.

(10) The low estimate is based on the minimum that you must spend under the Franchise Agreement for grand opening advertising and also includes a very rough possible estimate for the first three months of operation of the obligation to spend 3% of Gross Receipts for advertising. The high estimate assumes that larger amounts are spent for these items. This disclosure is not to be considered an estimate or claim of potential earnings. During your first 30 days of operation, you must spend at least $1,000 for newspaper, direct mail and other advertising. Grand opening advertising is expected to include pre-opening advertising, banner, balloons, coupons, complimentary commuter coffee mugs or soda mugs, and possibly some entertainment.

(11) Your employees must pay for their own navy blue pants and all black shoes. You will buy uniforms meeting our requirements from a uniform company or from us. You must buy from us caps with the Trimana, Got Soup!/Salad Got Soup, or TacoLimon logo (as applicable to your restaurant). We may require you to buy from us other parts of the uniform that contain the Trimana, Got Soup!, Salad Got Soup or TacoLimon logo and PastaBenne or PizzaBenne logos (if applicable to your restaurant).

(12) Estimate of the first annual premium for a policy of insurance that we have arranged, which you are required to purchase. This amount also includes an administrative fee to us of $1,000. The low range is for a smaller sized restaurant. The high range is for a larger sized restaurant. Under the Franchise Agreement, we can require you to obtain the following: (i) all risks insurance on the Restaurant and all fixtures, equipment, supplies and other property used in operating the Restaurant; (ii) workers' compensation and employer's liability insurance and such other insurance as may be required by applicable law in the jurisdictions where the Restaurant conducts business; (iii) comprehensive general liability insurance and product liability insurance, initially with limits of at least two million dollars ($2,000,000) combined single limit, including broad form contractual liability, advertising injury, personal injury (employee and contractual liability exclusions deleted); products/completed operation; and fire legal; (iv) business interruption insurance providing coverage for actual losses sustained; (v) automobile liability insurance, including owned, hired and non-owned vehicle coverage, with a combined single limit initially of at least one million dollars ($1,000,000); (vi) data theft and cybersecurity coverage; and (vii) employment practices liability insurance with a co-defendant endorsement in our favor.

(13) You must maintain and improve the appearance of the restaurant and upgrade or remodel as we determine. If we believe the appearance or condition of the restaurant does not meet our then current standards, we can require you to correct the deficiency. You have 30 days after receiving notice, or shorter as we determine, to initiate and pursue correcting the deficiency.

(14) Estimated deposits for water, electricity, gas, telephone and other utilities.

(15) Minimum, ongoing estimated working capital requirement. You need to have working capital of at least the amount indicated to be able to pay your expenses until your revenues provide you money to do so. This could take more than the first 3 months of operating, but the working capital estimate is only for three months.

(16) The minimum royalty you must pay each week will be based on the total square footage of office space in the building in which you operate. The minimum royalty amounts are as follows:

Square Footage of Office Space	Minimum Weekly Royalty
0 - 250,000	$350
250,000 - 300,000	$400
300,000 - 350,000	$450
350,000 - 400,000	$500
400,000 - 500,000	$550
500,000 - 600,000	$600
For each additional 100,000 square feet over 600,000, add $50 per week to the $600 minimum weekly royalty	

If the square footage of office space in the building in which you operate exceeds 600,000 square feet, your minimum royalty will exceed the high figure of $7,800 in the Item 7 table. We don't expect sales to exceed the minimum royalty levels during the first 3 months. If your sales grow, your royalty payments to us will be higher. For the first 10 stand-alone TacoLimon or Salad Got Soup franchises we sell that do not have any prior operational history as a restaurant, we may, in our sole discretion, waive or reduce the minimum weekly royalty for whatever time period we determine. However, even if we elect to waive or reduce your minimum royalty payment for a specified time period, you must still pay a weekly royalty in the amount of 6% of your restaurant's Gross Receipts during that time period.

(17) If the rent for the first three months is as high as $33,000 (as discussed in Note (2)) and the security deposit is as high as $22,000 (as discussed in Note (3)), the total amount could exceed the high estimate on the table.

(18) If you purchase a restaurant from us that we have already constructed, you must sign the Contract for Sale of Assets attached to this Disclosure Document as Exhibit G. In the Contract for Sale of Assets, you must pay us a purchase price that will cover the leasehold improvements, furniture, fixtures, equipment and signage, as well as any inventory that may be located at the restaurant. The purchase price will also include the value of our services in locating, leasing and constructing the restaurant, the value of any goodwill associated with the restaurant, and other things that may pertain to the market value of the restaurant. The purchase price you pay may exceed the total of our estimates for leasehold improvements, furniture and fixtures, equipment, signage and inventory. The exact amount of the purchase price will be determined by negotiation between you and us. If you purchase your restaurant from us, you must still pay for the other amounts listed in the Item 7 table, such as the franchise fee, rent, security deposit, yellow pages, advertising, uniforms, insurance, deposits, working capital, royalties, travel and living expenses while training, and employee salaries. If the restaurant does not have any inventory, you will also be responsible for the cost of the inventory.

We used our experience in the restaurant business to make these estimates. Don't expect to achieve the low estimate expenditure in every category. Though the low estimate of $257,075 is within the estimated initial investment range, we expect your initial investment to be higher. If your expenses exceed the high amounts in one or more categories, your total investment could exceed the high estimate. There may be other factors not listed which may affect your initial investment. You should get advice from professional counsel such as an accountant, financial planner or attorney.

YOUR ESTIMATED INITIAL INVESTMENT
(Contract Management Franchise)

The following table estimates your anticipated initial investment for the period before opening your franchise until about 3 months after opening for a franchise in an office building or other location where we have made the arrangements with the building owner or landlord. These are only estimates.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee(1)	$25,000	Lump Sum	At Signing	Franchisor
Leasehold Improve-ments(2)	$20,000-$100,000	As Agreed	Before opening for business	Franchisor or Third Party
Furniture & Fixtures(3)	$15,000-$60,000	As Agreed	On Purchase	Vendors
Equipment(4)	$20,000-$50,000	As Agreed	Before Opening	Vendors
Initial Inventory(5)	$5,000-$20,000	As Agreed	As Agreed	Vendors
Signage(6)	$300-$3,000	As Agreed	As Agreed	Vendors
Yellow Pages(7)	$100-$300	As Agreed	As Agreed	Phone Company
Initial Advertising(8)	$2,000-$5,000	As Agreed	As Agreed	Vendors
Uniforms (9)	$1,100-$2,000	As Agreed	As Agreed	Vendors
Insurance (10)	$2,500-$10,000	As Agreed	As Agreed	Insurance Company and Franchisor
Maintenance/ Upgrading (11)	$625-$2,500	Cash	As Incurred	Third Parties
Deposits(12)	$400-$2,000	As Required	As Agreed	Vendors
Additional Funds – First 3 Months (13)	$8,000-$20,000	Not Applicable	Not Applicable	Not Applicable
Minimum Royalty for First 3 Months (14)	$3,900-$26,000	Cash	Weekly	Franchisor
Travel and Living Expenses While Training	$3,000-$7,000	Cash	As incurred	Manager and third parties
Employee Salaries for First 3 Months	$10,000-$30,000	Cash	As agreed	Employees
TOTALS (15)	$116,925 - $362,800			

NOTES:

The table above provides your estimated initial investment for a franchise located in a building or other location under arrangements that we have made with the owner or landlord. See Item 10 for financing we provide.

(1) The initial franchise fee is $25,000.

(2) The low estimate of $20,000 assumes that only slight remodeling is necessary. The high estimate of $100,000 assumes a larger facility that needs more remodeling. These estimates are for improvements consisting of utilities (electrical, plumbing and gas), ducting, partitioning, flooring, ceiling tile, doors, windows, counters, fire life safety systems, engineering and architectural fees, equipment layout design, and permit fees, as well as related work such as painting and cleanup. We may elect to construct your leasehold improvements. If we do this, you will pay us an agreed upon amount for the improvements, which amount will include a profit for us.

(3) These estimates are for fans, tables, chairs, music system, office furniture and equipment, artwork, baskets, safe, menu board, smallware, general approved decorations and related items.

(4) The low estimate assumes that equipment having a total estimated cost of $20,000 is purchased. The high estimate is for purchase of equipment for a larger location. The equipment is expected to include all or most of the following items: walk-in refrigerator or refrigerator box, walk-in freezer or freezer box, sinks, coffee maker and grinder and cappuccino machine (for the Trimana/Trimana Express/Trimana Fresh Market/TacoLimon concepts), POS cash registers and scales, storage shelving, preparation table, microwave ovens, toasters, refrigerated sandwich tables, slicer, warmers, fryers and grill (for the Trimana/Trimana Express/Trimana Fresh Market/TacoLimon concepts), stove, convection oven, display shelving, drink dispenser, bottled drinks display cooler, sneeze guard system, food processor, blender, electric soup kettle (for the Got Soup! and Salad Got Soup! concept) turbo chef oven (for the PastaBenne and PizzaBenne add-on concepts) and miscellaneous additional equipment. You may not lease your equipment. You must give us a security interest in your equipment to secure your obligations under the Franchise Agreement and all related agreements.

(5) Paper goods, food supplies, janitorial supplies and promotional merchandise. For some stores, the initial inventory may also include greeting cards.

(6) The low estimate is for a door sign we approve. The high estimate reflects the possible need to pay for additional exterior signage.

(7) These estimates are for listings in one or more local directories.

(8) The low estimate is based on the minimum that you must spend under the Franchise Agreement for grand opening advertising and also includes a very rough possible estimate for the first three months of operation of the obligation to spend 3% of Gross Receipts for advertising. The high estimate assumes that larger amounts are spent for these items. This disclosure is not to be considered an estimate or claim of potential earnings. During your first 30 days of operation, you must spend at least $1,000 for newspaper, direct mail and other advertising. Grand opening advertising is expected to include pre-opening advertising, banner, balloons, coupons, complimentary commuter coffee mugs or soda mugs, and possibly some entertainment.

(9) Your employees must pay for their own navy blue pants and all black shoes. You will buy uniforms meeting our requirements from a uniform company or from us. You must buy from us caps with the

Trimana, Got Soup!/Salad Got Soup or TacoLimon logo (as applicable to your restaurant). We may require you to buy from us other parts of the uniform that contain the Trimana, Got Soup!, Salad Got Soup or TacoLimon logo and PastaBenne or PizzaBenne logos (if applicable to your restaurant).

(10) Estimate of the first annual premium for a policy of insurance that we have arranged, which you are required to purchase. This amount also includes an administrative fee to us of $1,000. The low range is for a smaller sized restaurant. The high range is for a larger sized restaurant. Under the Franchise Agreement, we can require you to obtain the following: (i) all risks insurance on the Restaurant and all fixtures, equipment, supplies and other property used in operating the Restaurant; (ii) workers' compensation and employer's liability insurance and such other insurance as may be required by applicable law in the jurisdictions where the Restaurant conducts business; (iii) comprehensive general liability insurance and product liability insurance, initially with limits of at least two million dollars ($2,000,000) combined single limit, including broad form contractual liability, advertising injury, personal injury (employee and contractual liability exclusions deleted); products/completed operation; and fire legal; (iv) business interruption insurance providing coverage for actual losses sustained; (v) automobile liability insurance, including owned, hired and non-owned vehicle coverage, with a combined single limit initially of at least one million dollars ($1,000,000); (vi) data theft and cybersecurity coverage; and (vii) employment practices liability insurance with a co-defendant endorsement in our favor.

(11) You must maintain and improve the appearance of the restaurant and upgrade or remodel as we determine. If we believe the appearance or condition of the restaurant does not meet our then current standards, we can require you to correct the deficiency. You have 30 days after receiving notice, or shorter as we determine, to initiate and pursue correcting the deficiency.

(12) Estimated deposits for water, electricity, gas, telephone and other utilities.

(13) Minimum, ongoing estimated working capital requirement. You need to have working capital of at least the amount indicated to be able to pay your expenses until your revenues provide you money to do so. This could take more than the first 3 months of operating, but the working capital estimate is only for three months.

(14) The minimum royalty you must pay each week is $300 for a restaurant in a building with up to 600 occupants. Each additional 100 occupants is $50. The low estimate assumes 600 occupants. The high estimate assumes a building with 4,000 occupants. If your building contains more than 4,000 occupants, your minimum royalty will exceed the high figure of $26,000 in Item 7 table. If your sales grow, your royalty payments to us will be higher. For the first 10 stand-alone TacoLimon or Salad Got Soup franchises we sell that do not have any prior operational history as a restaurant, we may, in our sole discretion, waive or reduce the minimum weekly royalty for whatever time period we determine. However, even if we elect to waive or reduce your minimum royalty payment for a specified time period, you must still pay a weekly royalty in the amount of 6% of your restaurant's Gross Receipts during that time period.

(15) We used our experience in the restaurant business to make these estimates. Don't expect to achieve the low estimate expenditure in every category. Though the low estimate of $116,925 is within the estimated initial investment range, we expect your initial investment to be higher. If your expenses exceed the high amounts in one or more categories, your total investment could exceed the high estimate. There may be other factors not listed which may affect your initial investment. You should get advice from professional counsel such as an accountant, financial planner or attorney.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must lease the location for your franchise and set it up under specifications we will provide you. You must buy your equipment (described in Note 6 of Item 7) and uniforms (described in Note 11 of Item 7) under specifications we will provide. You must also buy utensils, paper goods, food supplies, promotional merchandise and advertising supplies under specifications we will provide.

We can require you to buy these from suppliers we approve or specific suppliers we designate. We or our affiliates have the right to be the supplier, or one of the suppliers. Other than us, and our affiliates, there are no other approved suppliers in which any of our officers own an interest. Your ability to obtain required purchases and other items for operating your business may be delayed due to any pandemics or epidemics affecting the geographic area in which you operate.

We issue specifications in writing either in the confidential operating manual or by providing you plans or a statement of specifications. You can ask us to approve a supplier by telling us in writing about the supplier. Our criteria for approving suppliers are available to franchisees. We can require the supplier to show us that it meets our standards. We may require you to arrange for testing of whatever the supplier would provide if approved. If the supplier will provide things that use our trademarks, we can require the supplier to have a trademark license with us. We can revoke approval of a supplier in writing. You must pay us a fee of $250 each time you request our approval of a supplier.

We can charge you $250 per violation each time you buy products from unapproved vendors, in addition to all of our other rights and remedies.

Our approval of a supplier will be based on our judgment of things like whether it will meet our standards, is in good standing in the business community, has a good reputation generally and is financially solvent. We will inform you of our decision within a reasonable time, typically 30 days. (Franchise Agreement Sec. 13.5). You may not contract directly with any proposed supplier until you obtain our written consent. We can revoke approval of suppliers. If we do so, we will notify you in writing and you must comply.

We will formulate and revise specifications and standards based on operating experience and judgments of our key officers about what goods are best suited for use in Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne and PizzaBenne restaurants. We plan to keep a list of suggested and approved suppliers that we can provide to you.

We may receive from suppliers or negotiate for suppliers to pay us commissions, rebates, fees, administration charges, supervision charges or other charges. These could be based on their sales to you and /or other franchisees. For example, we have the right to collect and retain automated teller machine (ATM) rebate fees we may receive from ATMs installed at restaurants, tenant improvement or allowance payments or subsidies received from landlords and other fees we may collect. We can retain these payments for our own purposes. We can elect to share a percentage of these payments with you. We can also decide to contribute some or all of these to the Pat Fund or share none, some or all with you and/or other franchisees. We can do combinations of these.

We derive revenue from your purchases from us and from some suppliers. The revenue equals the amount we charge you (if sold by us) or amounts paid to us by suppliers. In the year ending December 31, 2021, we had approximately $74,747 in revenue of which approximately $10,284 or 13.75% was derived from supplier rebates. If you lease or sublease your restaurant location from us, we may get revenue or other benefits under your lease or sublease. If we build your restaurant improvements, we may get revenue or other benefits from your payments to us for the construction work. In some circumstances, we may also get tenant improvement or allowance payments and subsidies from landlords and facility owners where franchisees operate. In the year ending December 31, 2021, we did not derive any revenue from such payments from landlords and facility owners.

In addition, in the year ending December 31, 2021, our affiliate Watt Elyad Corp. derived approximately $404,908 in revenue from franchisee and company owned purchases, such as branded clothing and other branded products including soups and other prepared food items.

We estimate that the required purchases discussed above will be 95% of all purchases of goods and services in establishing and operating a Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup, or TacoLimon restaurant whether with or without our add-on concepts (i.e. Got Soup!, PastaBenne and PizzaBenne). The Franchise Agreement does not specify a dollar amount or minimum inventory level you must maintain.

You must use only approved suppliers. Continuation of your franchise requires you to do so. There are no other specific benefits (such as renewal or granting of additional franchises) that are expressly conditioned on you using designated or approved sources.

There aren't any purchasing or distribution cooperatives and we do not negotiate terms from any suppliers to supply direct to franchisees. There are no material benefits to you based on buying from particular suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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 Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 2 of Franchise Agreement; Section 2 of Sublease; Conditional Lease Assignment Agreement; Addendum Section 25	Items 6, 7, 11 & 12
b. Pre-opening purchases/leases	Section 2 of Franchise Agreement; Sublease	Items 7 & 8
c. Site development and other pre-opening requirements	Sections 2.9 and 2.10 of Franchise Agreement; Addendum Section 25	Items 6, 7 & 11
d. Initial and ongoing training	Section 8 of Franchise Agreement	Items 6, 7 & 11
e. Opening	Section 2.10 of Franchise Agreement; Section 3.2 of Sublease; Addendum Section 25	Item 11
f. Fees	Sections 6, 7, 8, 10, 15 and 20 of Franchise Agreement; Addendum Section 30; Sections 4, 5, 13.3 and 13.4 of Sublease; Section 2 of Contract for Sale of Assets	Items 5, 6 & 7
g. Compliance with standards and policies/Operations Manual	Section 10 of Franchise Agreement	Item 11

Obligation	Section in Agreement	Disclosure Document Item
h. Trademarks and proprietary information	Sections 9 and 11 of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 4.3, 12.8, 15.12(c) of Franchise Agreement; Section 6 of Sublease	Items 8 & 16
j. Warranty and customer service requirements	Section 12 of Franchise Agreement (Warranty: None)	Item 11
k. Territorial development and sales quotas	None	Item 12
l. Ongoing product/service purchases	Sections 9, 12.8, 12.9 and 13 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 12.2, 12.3, 12.4, and 12.5 of Franchise Agreement	Items 7 & 17
n. Insurance	Section 17 of Franchise Agreement; Section 12 of Sublease; Section 4.1(j) of Security Agreement	Items 6, 7 & 8
o. Advertising	Section 15 of Franchise Agreement	Items 6, 7 & 11
p. Indemnification	Sections 9.9 and 22.3 of Franchise Agreement; Sections 11 and 14.3 of Sublease; Section 9 of Conditional Lease Assignment Agreement; Section 8(b) of Contract for Sale of Assets ; Section 7.2 of Security Agreement	Item 6
q. Hours of operation	Section 12.15 of Franchise Agreement	N/A
r. Owner's participation/management/staffing	Sections 12.7 and 12.13 of Franchise Agreement	Items 11 & 15
s. Records and reports	Section 16 of Franchise Agreement	Item 6
t. Inspections and audits	Section 16.5 of Franchise Agreement	Items 6 & 11
u. Transfer	Section 20 of Franchise Agreement; Addendum Section 33; Release Agreement; Section 10 of Sublease	Item 17
v. Renewal	Section 6 of Franchise Agreement; Addendum Section 29; Section 3.4 of Sublease	Item 17

Obligation	Section in Agreement	Disclosure Document Item
w. Post-termination obligations	Section 19 of Franchise Agreement; Addendum Section 32; Conditional Lease Assignment Agreement; Section 13 of Sublease; Section 5.2 of Security Agreement	Items 14 & 17
x. Non-competition covenants	Section 11 of Franchise Agreement	Items 12, 14 & 17
y. Dispute Resolution	Sections 23.3, 23.4, 23.7 and 23.8 of Franchise Agreement; Sections 15.1, 15.2 and 15.6 of Sublease; Section 15 of Conditional Lease Assignment; Section 10(i) of Guaranty; Section 14 of Contract for Sale of Assets ; Section 14 of Promissory Note; Section 7.14 of Security Agreement	Item 17
z. Guaranty of Your Owners	Sections 23.15 and 23.16 of Franchise Agreement; Guaranty	Item 17
aa. Exclusive Remedy for Lack of Consent	Section 23.17 of Franchise Agreement	N/A
bb. Punitive Damages	Section 23.18 of Franchise Agreement	N/A
cc. Your Liability	Sections 23.15 and 23.16 of Franchise Agreement; Guaranty	N/A

ITEM 10. FINANCING

We do not offer direct or indirect financing for new sites. We can, at our discretion, finance part of the purchase price if you buy an operating restaurant from us or someone affiliated with us. We do not provide other types of financing.

We, our subsidiaries and affiliates will comply with all appropriate laws governing any direct financing offered by us to you, including, if applicable, the California Finance Lenders Law.

Summary of Financing Offered

Item Financed (Source)	Amount Financed	Down Payment	Term (MOS)	APR%	Monthly Payment	Prepay Penalty	Security Required	Liability on Default	Loss of Legal Right on Default
Purchase of operating restaurant including equipment purchase and inventory (1)	Up to 33% of Purchase Price (1)	At least 67% of Purchase Price (2)	Up to 5 Years (3)	0-14% (4) Default APR: Interest rate + 4% per annum on delinquent amount, plus $100 processing fee	Varies	You must reimburse us for any charges we incur due to your prepayment (5)	Security Agreement (6)	Individual liability (7)	You waive all rights to presentment or notice of non-payment and to release or discharge based on anything other than payment in full (8)

1. When you buy an operating restaurant from us or someone affiliated with us, part of the purchase price (up to 33%) may be financed. The financed amount depends on the cost of the item financed, your ability to pay and our ability to provide financing at the time.

2. You will pay the purchase price with a down payment and a promissory note. We don't require an application fee.

3. You must sign a promissory note which requires monthly payments of the financed amount and interest. The repayment term is normally five years.

4. Interest is normally at a fixed rate. Most of the time the interest rate we charge is about 10%. However, we may negotiate rates ranging from zero to approximately 14%, or maximum rate allowed by law.

5. See the sample Promissory Note, Exhibit H. It does not have a penalty for early repayment except that you must reimburse us for any prepayment penalties or other charges we incur due to your early repayment.

6. The Promissory Note is secured by a Security Agreement which lets us foreclose the security. The Promissory Note is governed by California law. You must pay our attorneys' fees if we sue to collect. You must also sign our Security Agreement. It gives us a broad security interest in all your business and your personal (non-business) property wherever located, including equipment, inventory, fixtures, all accounts, cash, proceeds, insurance claims, tax refunds and personal property, whether owned when you sign the Security Agreement or acquired later. You must maintain insurance to protect the secured property against fire and other damage. The Security Agreement appoints us as attorney-in-fact to protect, take and sell the secured property if you don't comply. In addition to securing the Promissory Note, the Security Agreement also secures your obligations under the Franchise Agreement and all other agreements with us.

7. The Promissory Note provides a late payment penalty of the lower of 10% of the amount overdue or maximum rate allowed by law and acceleration of the entire amount due if you are more than 5 days late making a payment. In addition, if you fail to pay any amount due, the overdue amount will bear interest at a default rate equal to your interest rate plus 4% per annum. We can also charge a $100 processing fee for each late payment. If you don't comply with the Promissory Note, the Security Agreement, or any of the other agreements with us we can accelerate the entire amount remaining due, plus interest and any fees, without notice and we can sell the property secured in the Security Agreement. (Security Agreement Section 5.2). We can also terminate your franchise. (Franchise Agreement Section 18.3). See sample Security Agreement, Exhibit I.

8. You waive all rights to presentment, protest and demand, diligence in collection and notice of protest, presentment, demand, dishonor and nonpayment of the Promissory Note and any release or discharge arising from any extension of time, discharge of any party liable for payment of the Promissory Note, release of any or all security for the Promissory Note or other cause of release or discharge other than actual payment in full of the Promissory Note.

We don't have any intent to sell, assign or discount to a third party all or part of the Promissory Note and Security Agreement; however, we reserve the right to do so.

We don't guarantee your note, leases or other obligations. Neither we nor our affiliates receive compensation for placing financing with any lender.

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

Except as listed below, High Rise is not required to provide you with any assistance.

Before you open your business we will:

1) Designate your territory, if any. (Franchise Agreement - Section 4.1). While we have no obligation to grant you any territory exclusivity, we may designate the building where your restaurant is located or other area as your territory (See Item 12). We may choose to select a proposed site for your business, which will be subject to your approval. Alternatively, we may let you select a proposed site, which will be subject to our approval. In either case, we may choose to lease the site for your business and then sublease the site to you.

If we let you select a proposed site for your business, we can require you to give us information about the site. Our approval can be based on many factors (like how close the site is to other Trimana, Trimana Express, Trimana Fresh Market, Got Soup, Salad Got Soup, TacoLimon PastaBenne and/or PizzaBenne locations; demographics; traffic; parking; whether it's a business or residential area; terms of your lease; size and looks of the site; and our evaluation of how well you'll do there). We don't have to consider all these criteria, and we don't have to tell you what criteria we used or how we evaluated them. We must approve or disapprove your proposed lease within 15 business days after you get it to us. (Franchise Agreement - Section 2.4.) We can terminate the Franchise Agreement if you don't have a signed lease for your restaurant within 90 days after signing the Franchise agreement. (Franchise Agreement – Section 2.8.) If we do, we will refund the initial franchise fee less $10,000. (Franchise Agreement – Section 2.8)

2) If you select our Contract Management program, we negotiate our own arrangements with a building or other location owner or landlord, for the placement of a restaurant in that location. You operate the restaurant at that location under our arrangements with the owner or landlord. (Addendum - Section 25). You will not receive an exclusive territory. (Addendum - Section 27). You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control.

3) Provide you a copy of our confidential Operations Manual and our proprietary recipe manual either in electronic format or hard copy (as we elect). The confidential operations manual covers the topics in Exhibit K to this Disclosure Document. (Franchise Agreement - Section 10.) The confidential operations manual, which as of December 31, 2021, had approximately 286 pages, contains information on our procedures and specifications. The recipe and operations manuals we provide to you are confidential and remain our property. You must abide by all requirements in the manuals as well as all policy statements and operations memoranda we issue from time to time.

4) Make our own analysis of the location you propose for your restaurant (if we let you select your own site, or if we arrange a location with its owner or landlord). This is for our own internal purposes and we need not tell you the results of our analysis. (Franchise Agreement - Section 2.5.)

5) Tell you whether we approve or disapprove your proposed lease for the location of your restaurant. We try to tell you within 15 business days after receiving your proposed lease. (Franchise Agreement - Sections 2.3, 2.4 and 2.6.)

6) Provide you sample plans for the interior of the restaurant. (Franchise Agreement - Section 2.9.) You are responsible to conform the premises to local ordinances and building codes, obtaining required permits and complying with all health and safety codes and regulations.

7) Review your final plans and specifications for the restaurant. (Franchise Agreement - Section 2.9.)

8) Provide specifications for constructing, remodeling and equipping your restaurant and specifications for signs, fixtures, opening inventory and supplies. You must obtain our written consent before leasing any equipment, fixtures or furniture. (Franchise Agreement Section 2.9.)

9) Provide you a list of approved suppliers for equipment, signage, fixtures, opening inventory and supplies. (Franchise Agreement Section 2.9.) You must order and install these items unless we elect to coordinate the construction of your leasehold improvements on your behalf.

10) Train you or your owner (if franchisee is an entity) as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation and Background of Company	2	2	L.A. Area Affiliate Restaurant
Tour of Facilities	2	2	L.A. Area Affiliate Restaurant
Customer Service/Selling Techniques	8	8	L.A. Area Affiliate Restaurant
Quality Assurance	4	20	L.A. Area Affiliate Restaurant
Product Information and Preparation	20	60	L.A. Area Affiliate Restaurant
Cleanliness	4	20	L.A. Area Affiliate Restaurant
Opening and Closing Procedures	6	18	L.A. Area Affiliate Restaurant
Cooking Methods	8	72	L.A. Area Affiliate Restaurant

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Catering	4	12	L.A. Area Affiliate Restaurant
Equipment Maintenance	2	6	L.A. Area Affiliate Restaurant
Cash and Accounting Procedures/Reports	2	6	L.A. Area Affiliate Restaurant
Ordering/Inventory Control	2	6	L.A. Area Affiliate Restaurant
Marketing and Advertising	2	6	L.A. Area Affiliate Restaurant
Personnel Management and Rules; Safety	4	12	L.A. Area Affiliate Restaurant
TOTAL TRAINING HOURS	70	250	

Training lasts 8 to 12 weeks based on your progress as determined by us. Each training week consists of five 8-hour training days. We may change the training schedule at our discretion. If we determine, in our sole discretion, that you have qualifying prior restaurant experience, we can reduce the training period on your written request. Your written request is deemed an acknowledgment that you received all training necessary to operate the franchise business. We have the right to waive the training requirement if you or your affiliate currently owns or operates another Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup or Taco Limon franchise restaurant or if the Franchise Agreement is executed as a renewal Franchise Agreement.

"On-the-Job" training means training at your franchise or one or more restaurants operated by any of our affiliates; "Classroom" training means training away from your location, but will not be in a traditional "classroom" setting. This training may be held at one or more restaurants operated by our affiliates in the Los Angeles area. Training classes are held as needed.

Training will be conducted under the supervision of John Elisha, Faramarz Fred Yadegar and Bijan Yadegar, whose backgrounds are described in Item 2. They may delegate some specific training to personnel who are on duty at the time. The instructional materials will be tools, equipment and forms used in operating the business and our recipe manual.

This training program is provided to protect our brand and the Marks and not to control the day-to-day operation of your business.

We don't have a specific requirement for how long after signing the Franchise Agreement or how long before opening the training must be completed, but you must successfully complete training before opening.

We require you to start operating your restaurant within 210 days (if the site was agreed) and within 270 days (if the site not yet agreed) after signing the Franchise Agreement. (Franchise Agreement Section 2.10)

Based on our experience, franchisees typically open their restaurant approximately 210 days after signing the Franchise Agreement or approximately 270 days if the location is not determined when the Franchise Agreement is signed. Factors that will affect these estimated times include the time you need to pick a site, get our approval, determine if changes may be made to our basic architectural plans, lease negotiations, making leasehold improvements, satisfying applicable laws and similar factors. Delays, including those caused by pandemics, epidemics or other unforeseen events occurring in the geographic area where you operate your business, may delay your ability to open your business.

If we think you didn't attend or successfully complete the training, we can terminate the Franchise Agreement and we will keep $10,000 of the franchise fee you paid. (Franchise Agreement - Section 8.5.) This is in addition to any amounts that we or one of our affiliates may retain under the Contract for Sale of Assets. (See Item 5.)

You must pay all of your travel, food, lodging, salary and other expenses relating to your training. We don't pay you or your employees, even if your training involves work that benefits a restaurant owned by us, our franchisee or our affiliate. (Franchise Agreement - Section 8.4.).

During the operation of your business:

1) We will take whatever action we deem appropriate to protect you against a claim by someone else that our trademark infringes a mark of others. But we have this obligation only if you immediately tell us of the claim and you use our marks the way the Franchise Agreement says. (Franchise Agreement - Sections 9.7 and 9.9.)

2) We may decide to have additional or refresher training programs. If so, then we decide when, where and how long they will be. You and a manager must attend if we say so and you must pay all the salary, travel, food, lodging and other expenses of the people who attend. Other than initial training, we have not planned a specific form of additional or refresher training, so we cannot estimate how many additional or refresher training programs we'll have. We do not anticipate requiring attendance at more than three training programs in any year or that any training program, other than initial training, will be more than four business days. We can charge you up to $500 per day for any additional or refresher training. (Franchise Agreement - Section 8.8.)

3) We may develop new products and/or services. We will tell you about new products and/or services that you must offer or sell. (Franchise Agreement Section 14.5.)

4) We will advise you of operating problems at your location that we may discover from reports and inspections by us. We will advise you about aspects of your business as we feel appropriate. Such advice may include suggestions for pricing of goods and services. You will have the right to decide prices you charge. (Franchise Agreement Section 14.1.)

5) If you request, we will train your managers at our then standard rates. (Franchise Agreement Section 8.6)

6) Toll Free Telephone Number. We may now or in the future establish a toll free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If we establish a toll free number, you must comply with our procedures for implementing the nationwide service as we specify in the manuals or otherwise in writing. (Franchise Agreement, Section 14.7).

Advertising Program:

We have the right, but not the obligation to conduct advertising. We can require you to contribute to the Promotional Advertising and Training Fund (the "Pat Fund"). (Franchise Agreement - Section 15.1.)

Through the end of 2017, we accounted for the Pat Fund, but did not charge Franchisees. In 2018, we terminated the Pat Fund. We plan to make any advertising expenditures we decide from our operating funds until such time as we decide to reinstitute the Pat Fund. When we elect to reinstitute the Pat Fund and collect fees for the Pat Fund from franchisees, you must contribute money to the fund. The amount will be 2% of your Gross Receipts each week (or less, if we allow). This is discussed in Item 6. (Franchise Agreement - Section 15.3.)

When we start collecting Pat Fund fees from franchisees, for each Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne restaurant we operate, we will contribute to the Pat Fund. How much we contribute will generally be figured the same way as your contribution. Your percentage may not be the same as any particular franchisee because future agreements could require franchisees to contribute different amounts than you contribute. (Franchise Agreement - Section 15.4.)

We may receive from suppliers or negotiate for suppliers to pay us commissions, rebates, fees, administration charges, supervision charges or other charges. These could be based on their sales to you and /or other franchisees. For example, we have the right to collect and retain automated teller machine (ATM) rebate fees we may receive from ATMs installed at restaurants, tenant improvement or allowance payments and subsidies received from landlords and other fees we may collect. We can retain these payments for our own purposes. We can elect to share a percentage of these payments with you. We can also decide to contribute some or all of these to the Pat Fund. We can do combinations of these. In 2021, we did not contribute supplier rebates to the Pat Fund and the Pat Fund did not collect any revenue.

If and when we reestablish the Pat Fund, the Pat Fund may be used for all kinds of promotion we select and all costs of that promotion. This could be in any form of media, such as print, radio, TV, billboards or other signage. We can decide whether any advertising program will be national, regional or local. We may use the Pat Fund to defray costs of franchisee meetings, new products and equipment, and other promotion items. (Franchise Agreement -Section 15.2.) We have no obligation to spend any amounts on advertising in your area or territory.

Pat Fund monies may be placed and co-mingled with our general funds. After money is put in the Pat Fund, we will not use that money in the fund to defray our general operating expenses, but we can use it for administrative costs and overhead for administering the fund. (Franchise Agreement - Section 15.6.)

We may, but need not maintain a separate Pat fund for the type of restaurant (i.e. Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne) you operate. We may co-mingle advertising funds received from franchisees of Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne restaurants and from vendors selling to Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne locations. (Franchise Agreement – Section 15.6).

We will administer the Pat Fund. We'll try to spend all its money in the year it is contributed, but we can spend less or more. Any funds not spent in the year contributed, we will try to use in the following year. We will have an accounting of the fund made annually and we can have it audited if we want. You can review the accounting if you want. (Franchise Agreement - Sections 15.8 and 15.9.)

We don't promise that fund expenditures will benefit you proportionately to your contributions, or that you will benefit in any proportion from the fund nor do we promise the fund will advertise and promote the particular type of restaurant you operate on the same or equal basis as other franchisor branded restaurants. (Franchise Agreement -Section 15.7.)

We may hire an advertising agency or pay directly for advertising we choose. We don't anticipate using the fund to solicit sales of franchises, although we reserve the right to do so.

We may designate one or more local, regional or national geographic areas covering your restaurant and other Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon and/or PastaBenne or PizzaBenne restaurants for advertising on a regional basis. If we do, you must contribute funds to the cooperative advertising region. The amount you and other franchisees must contribute will be decided by majority vote of the cooperative's members. There is no requirement for outlets we own to contribute to the cooperative, although we anticipate they will contribute according to established guidelines. Your contribution for any three consecutive calendar months will not be required to exceed 1% of your Gross Receipts in that time period. Your contributions to any cooperative advertising are additional to your contributions to the Pat Fund. We

may decide to administer the cooperative advertising. We may also require the cooperative to be governed by written governing documents which will be made available for your review. The cooperative may, but is not required, to prepare annual or periodic financial statements and make them available for your review. We will have the power to form, change, dissolve or merge cooperative advertising. (Franchise Agreement Section 15.13(A).)

You must also do your own advertising and you can use your own advertising material. Each calendar year you must spend for your own local advertising an amount equal to the difference between (i) 3% of your Gross Receipts for that year and (ii) the total amount you contributed that year to the Pat Fund and any cooperative advertising. (Franchise Agreement - Section 15.12(B).) During your first 30 days of operation, you must spend at least $1,000 for newspaper, direct mail and other advertising. (Franchise Agreement – Section 15.12(A).) You must first submit your advertising to us for our approval (including proposed internet and social media advertising) and you can't use any advertising until after we approve it in writing. (Franchise Agreement - Section 15.12(C).)You must not advertise, solicit business or make sales via the internet, catalog sales or telemarketing or create, maintain or use a website or any social media platform for the restaurant without first obtaining our written consent which we may withhold for any reason or no reason. (Franchise Agreement - Section 15.12(D).)

There are no current advertising councils composed of franchisees that advise us on advertising policies.

Electronic Cash Registers or Computer Systems:

Before opening, you must purchase POS cash registers either from us or our approved supplier. (Franchise Agreement- Section 16.4). You may choose between two different POS systems. The first POS system is made by POSitouch and uses touch screen monitors. POSitouch is located at 491 Kilvert Street, Suite 100, Warwick, RI 02866. Their support phone number is 1-401-732-5700. We used the POSitouch system since 2003. The second POS system is Toast POS System. Toast is located at 401 Polk Drive, Suite 801, Boston, Massachusetts 02215. Their support phone number is 1-607-297-1005. The cost to purchase either system is discussed in Item 7.

We will have direct access to your registers and be able to download data on sales from your restaurant and other information logged by the registers when we want. There is no limit on our right to access this information.

We will designate an authorized repair center for your registers. You are responsible for all costs to repair broken registers and to upgrade your POS system with new software or hardware when we say. There is no limit how often we can ask you to do so. Optional maintenance is offered by the POS system manufacturer and averages about $100 per month per location.

The POSitouch system and Toast POS System both use proprietary software designed specifically for Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup and TacoLimon restaurants.

We can require you to obtain, install, upgrade and replace other machines in your restaurant such as machines and devices for video monitoring, communication, data transmission, Internet access, credit card processing and automated bank teller (ATM) functions. (Franchise Agreement Section 12.12). We can retain all rebates received from the operation of these devices at or within your restaurant.

ITEM 12. TERRITORY

We are not required to grant you a protected territory. Your franchise will be at a single location we designate. We determine whether to grant you a protected territory based on the size of building where your franchise will be located, number of food outlets in the building, demographic characteristics, traffic patterns, parking, size and appearance of the premises. Under the Contract Management program you do not receive any exclusivity.

If we do grant you a limited territory, the territory will generally be a building or shopping area, or a small area like one or more city blocks. Your limited territory may be stated by geographic boundaries (like busy streets or city or county lines). If we grant any limited territory, the minimum territory will be a single office building. While you comply with all agreements with us, we won't establish or grant a franchise for another restaurant of the type you operate to be in your territory. However, we can establish and permit others to operate other branded restaurants in your territory and to offer delivery services in your territory.

Any limited territory we provide you does not include marketing. We and other Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne restaurants (no matter who owns them) can advertise and sell to anyone, even people inside your territory. We can require you not to do marketing and advertising outside your territory.

Regardless of any territory granted, we and/or our affiliates reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing and other direct marketing to sell products under our principal marks and other marks, even in the area where you operate. We are not required to compensate you for any sales we make through these methods. You are not permitted to sell any product using other channels of distribution (such as the Internet, catalog sales or telemarketing).

In addition, regardless of any territory granted, we can operate our own restaurants and grant franchises to others anywhere outside your territory (even at the outside edge) and establish company-owned locations and grant franchises to others to operate restaurants under marks different from those you are authorized to use, even within your territory. We or someone we license can also sell menu items and other goods in your territory, regardless of whether they are or are not part of the Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne system(s). These may include our proprietary hot sauces and other items. We can also use and license the use of our marks in your territory, and can offer and sell in your territory the same goods and services that you will be selling. Due to the above exceptions, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If we do not grant you a territory, we can establish and/or franchise others to establish restaurants anywhere, even of the type you operate and even in the same building where you operate. Due to the above exceptions, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You cannot relocate your business without our prior written consent. We can require that any relocation comply with the same provisions that apply to your choice of the initial location.

You don't get any option or right of first refusal for another franchise. To get an additional franchise, you must sign another franchise agreement with us. We don't have any obligation to grant you another franchise.

There is no minimum sales quota or volume, market penetration or other contingency for you to maintain any territory granted to you. Changes in population do not change your rights.

As noted in Item 1, we franchise and our affiliates operate upscale quick service restaurants called Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne and PizzaBenne. Each concept emphasizes different foods, but there is some overlap. The principal address of all our restaurant concepts is the same. We do not physically separate the offices or training facilities for the concepts.

Neither we nor any of our affiliates plans to operate or franchise a business under a different trademark, though we reserve the right to do so.

ITEM 13. TRADEMARKS

Depending on the franchise you choose (Trimana, Trimana Express, Trimana Fresh Market, Salad Got Soup, or TacoLimon, and whether you obtain rights to operate one of our add-on concepts, (i.e. Got Soup!, PastaBenne or PizzaBenne) we grant you the right to operate a restaurant under our trademarks applicable to that system. Our principal trademarks are shown on the cover of this Disclosure Document.

We registered the following trademarks:

MARK	REG. NO.	REGISTRATION DATE	GOODS/SERVICES
Trimana (Typed Drawing)	2,171,906	July 7, 1998 Renewed September 21, 2017	Restaurant services, namely, preparation and service of food items and beverages
TRIMANA EXPRESS	3,227,339	April 10, 2007 Renewed July 2, 2016	Restaurant Services
GOT SOUP!	3,246,823	May 29, 2007 Renewed September 12, 2016	Restaurant Services
Salad Got Soup!	3,869,714	Nov. 2, 2010 Renewed December 20, 2019	Restaurant Services; Restaurants
TacoLimon	4,162,182	June 19, 2012	Restaurant Services; Restaurants
PastaBenne	4,510,601	April 8, 2014	Restaurant Services; Restaurants

MARK	REG. NO.	REGISTRATION DATE	GOODS/SERVICES
PizzaBenne	4,510,602	April 8, 2014	Restaurant Services; Restaurants

We also registered the following for hot sauces:

MARK	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
	2,999,922	September 27, 2005 Renewed April 17, 2015	Hot sauces and pepper sauces
	2,999,921	September 27, 2005 Renewed April 17, 2015	Hot sauces and pepper sauces
	3,007,050	October 18, 2005 Renewed April 17, 2015	Hot sauces and pepper sauces

All the above registrations are on the Principal Register of the United States Patent and Trademark Office. We filed and intend to file all required affidavits for the above marks.

The following trademark is not registered on either the Supplemental or Principal Register of the United States Patent and Trademark Office. Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

MARK	REG. NO.	REGISTRATION DATE	GOODS/SERVICES
Trimana Fresh Market (Typed Drawing)	N/A	N/A	Restaurant services, namely, preparation and service of food items and beverages

You obtain rights only to marks in your particular franchise. So generally, Trimana, Trimana Express and Trimana Fresh Market restaurants will not display and use the Salad Got Soup, or TacoLimon logos and vice versa, although there may be overlap with our add-on concepts.

No agreements limit or restrict our right to use or license these trademarks. There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of any state or any court regarding our principal trademarks. There is no pending material federal or state court litigation regarding our use or ownership rights in our marks.

You must follow our rules when you use the trademarks. You cannot use our trademarks as part of a corporate name or modify words, designs or symbols except with our prior written consent. You may not use our trademarks in connection with the sale of unauthorized products or services or in any other manner without our prior written consent.

You must tell us immediately in writing if there is any claim that your use of our marks is infringing or if you learn that someone else is using a confusingly similar mark. If you used our trademarks according to the Franchise Agreement, we will defend and indemnify you against claims of infringement or unfair competition arising out of your use of the trademarks. We can take whatever action we deem appropriate to protect you against a claim of infringement or any use of similar marks by other people. We can control any administrative proceedings or litigation involving our marks. We can defend and settle any claim using counsel we select. You must cooperate fully with us. You cannot settle any claim without our prior written consent.

We can require you to modify or stop using any of our marks or to use different marks. If this happens, we don't have to compensate you for any loss or cost you may incur.

We are not aware of either superior rights or infringing uses that could materially affect your use of our principal trademarks.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We don't own or license any patents that are material to the franchise. We do claim copyrights on some forms, ads, promotion materials, printed materials, displays, software and other material, including our confidential operations, recipe book and other manuals. However, none of these is registered in the U.S. Copyright Office.

There are no current determinations of the Copyright Office or any court regarding our claimed copyrights. No agreements limit our use of these copyrights. Some software used in our business could be subject to provider license agreements. We are not aware of any patent or copyright infringement that could materially affect your franchise.

There is no specific requirement in the Franchise Agreement requiring us to protect our copyrights or defend and indemnify you for claims of copyright infringement. However, if you used our copyright materials pursuant to the terms of the Franchise Agreement and Operations Manual, we may, as a matter of policy, elect to do so. You must notify us in writing if someone claims you are infringing copyrights or if you find out anyone else many be infringing our copyrights. If we choose to provide a defense, we will defend or settle the claim using counsel we choose. You must cooperate with us. If someone else is infringing, then we will decide what we want to do about it. You can't make any claim on them. We alone have the right to control any litigation involving our copyrights.

If we say so, you must stop using our copyrights, or use other copyrighted works we prepare. You must use our copyrights in the way we say to. We don't have to pay your expenses and you can't make any claim against us for changing or stopping use of the subject matter covered by our copyrights.

We consider all the following to be our trade secrets: our methods for developing and operating restaurants featuring specialty sandwiches, salads, salad bar, cold and hot pastas, soups, bakery goods, Hotties (charbroiled sandwiches), cholesterol free french fries and french fries sauce bar, grilled items, rice bowls, Mexican-style food items, pasta, pizzas, juices, smoothies, coffee, drinks and specialty convenience items (or any combination of these items as applicable to your type of restaurant); how we train franchisees; and secrets about other aspects of our system of operation. We will provide these to you under the Franchise Agreement. You won't own them. You will have only a right to use our secrets in operating your franchise.

You must keep our secrets confidential while your Franchise Agreement is in effect and afterward, and you must not make any copy of them. You cannot use our secrets in any activity other than operating your franchise. You must use reasonable procedures that we request to help protect our secrets.

To help us protect our secrets while your Franchise Agreement is in effect, neither you nor other owners, nor family nor personnel of your franchise can be involved in any business similar to the restaurant or in any entity that grants franchises for restaurants like ours during the term of the franchise. For two years after your franchise ends, neither you nor other owners, nor family nor personnel of your franchise can be involved in any business similar to the restaurant that is located within 5 miles of any other restaurant in the System, whether Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup, TacoLimon, PastaBenne or PizzaBenne. The covenant not to compete extends beyond the termination of the franchise. This provision may not be enforceable under California law.

You must not divert business of the restaurant to any competitor or hire anyone employed by us or by any of our other franchisees.

If you make a discovery or invention, or develop an idea, creation or method ("idea") that relates to our system, we can use it and license it for use, without paying you. If we do so, then your idea will be part of our system for purposes of using it and for all other purposes. This includes the requirement that you stop using it when the agreement ends.

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

Your restaurant must be managed on a full time basis by you or by an owner of at least 25% of your company. The person designated as the "Manager" must devote full time and best efforts to the supervision, conduct and operation of the business under the Franchise Agreement. The Manager must be a person we approve who completes our initial training and all additional training we designate. If, at any time, the Manager no longer qualifies, you must promptly designate another Manager subject to these same qualifications. Management responsibility includes maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to make sure that the highest standard of service is given and to make sure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner.

If you are a legal entity, you must require each owner of 5% or more of the entity, each general partner, each managing member and each director and officer, as the case may be, to sign an agreement agreeing to keep our secret information confidential, and agreeing not to compete with us and not to have an interest or business relationship with any of our competitors.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer only those goods and services that are part of our system for your particular restaurant. You must offer all products we authorize you to sell. You must stop offering any goods or services that we think

conflict with our system. You must sell only to end user customers who are physically present at the restaurant. You may also deliver to customers located within the building and elsewhere, if not objectionable to the building owner or landlord and not in violation of applicable law. You must not engage in resale of any product or supply at wholesale, retail or otherwise without our express written consent. You must not use any other channels of distribution, such as Internet, catalog sales, telemarketing or otherwise to conduct sales. We can add to, delete, or change the goods, services and other aspects of our system. There are no limits on our rights to make changes. You must make these changes when we require you to do so. Your lease may also restrict what you can sell.

You must not conduct any business from the franchise location other than the franchise business contemplated by our franchise agreement.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Franchise Agreement*	Summary
a. Length of the franchise term	Section 5	Term is shorter of 10 years or term of lease. The franchise agreement ends earlier if your lease ends and you do not get a new location or, if you bought a pre-existing franchise, the date that franchise would have terminated.
b. Renewal or extension of the term	Section 6	If you comply with the agreement and satisfy all other renewal conditions, you can enter into a 10 year renewal agreement, provided that you have the right to extend your lease for the same time period. (Subject to applicable state law)
c. Requirements for franchisee to renew or extend	Section 6	Give timely notice; sign release; arrange for remodeling and upgrading; sign renewal agreement; pay renewal fee; ability to retain restaurant location; compliance with then current qualification and training requirements. You may be asked to sign agreements that contain materially different terms and conditions than your current agreements.
d. Termination by franchisee	None	No provisions in Agreement.
e. Termination by franchisor without cause	None	No provisions in Agreement.
f. Termination by franchisor with cause	Section 18	We can terminate you on grounds stated in the Franchise Agreement. (Subject to applicable state law)
g. "Cause" defined – curable defaults	Section 18.2	You have 30 days to cure a default (excluding non-curable defaults described in Section 18.3 of the Franchise Agreement.)
h. "Cause" defined – non-curable defaults	Section 18.3	Non-curable defaults: bankruptcy (subject to applicable state law), assignment for benefit of creditors; receiver appointed; composition with creditors; dissolution; levy and sale; abandonment of franchise or failure to operate; loss of premises; criminal conviction; threat to public health or safety; unapproved transfer; breach of confidential information or breach of non-competition covenant; failure to complete training; false report; interference with our contracts; repeated breach (even if cured); injury to goodwill of trademarks; any material complaint or subjective dissatisfaction expressed by the owner, landlord, sublessor, or property management company of the building or location where you operate or the owner, landlord, sublessor, or

Provision	Section in Franchise Agreement*	Summary
		property management company objects to continued operation by you.
i. Franchisee's obligations on termination/ nonrenewal	Section 19	Pay all amounts due; stop using marks and system; deidentify restaurant; remove and discontinue all use of websites and social media; pay expenses we incur because of any default by you; assign us your lease and vacate premises at our request; return confidential manuals and all other material; let us conduct an inventory; sign papers we request; redecorate and remodel at our request; sell us assets if we elect to buy.
j. Assignment of contract by franchisor	Section 20.1	No restriction on our rights to assign.
k. "Transfer" by franchisee - defined	Sections 20.2, 20.3 and 20.6	Agreement restricts transfer of any interest.
l. Franchisor approval of transfer by franchisee	Sections 20.2 and 20.5	We have the right to approve all transfers. We may withhold our approval in our sole and absolute discretion.
m. Conditions for franchisor approval of transfer	Sections 20.4 and 20.5	We can impose any or all of the following conditions: Offer us a right of first refusal; have transferee apply and provide us information and show their ability; transferee completes training; you also transfer your other agreements and locations; provide us landlord's consent to transfer the lease; transferee signs our then current agreement forms; reasonable price and financing terms (if applicable); proposed assignee finances no more than 1/3 of the purchase price; loan repayment term does not exceed term remaining on Franchise Agreement and sublease; transferee's owner signs a guaranty; you and owners sign a release; payment of non-refundable transfer fee; payment of non-refundable qualifying fee, transferee corporation restricts its activities; provide us copies of all contracts; upgrading of location; you remain liable for prior obligations and transferee's performance of Franchise Agreement and related documents. (Subject to applicable state law)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 20.4 of Franchise Agreement	We can buy on the terms you are willing to sell to someone else.
o. Franchisor's option to purchase franchisee's business	Section 19.5 of Franchise Agreement	On the expiration or termination of the Franchise Agreement, we have the right, but not the obligation, to buy your equipment. If we cannot agree on a price according to formula in agreement, then an appraiser will determine the price.
p. Death or disability of franchisee	Section 20.8	On death or incapacity, survivors will have 180 days to show their qualifications to operate the franchise or to transfer to a qualified transfer.
q. Non-competition covenants during the term of the franchise	Section 11.8	No involvement in any competing business.

Provision	Section in Franchise Agreement*	Summary
r. Non-competition after the franchise is terminated or expires	Section 11.8	No involvement for 2 years in competing business located within 5 miles of a Trimana, Trimana Express, Trimana Fresh Market, Got Soup!, Salad Got Soup and TacoLimon Restaurant. (Subject to applicable state law)
s. Modification of the agreement	Section 23.9	No modification except with written amendment signed by you and us. Confidential Operations Manual is subject to change.
t. Integration/merger clause	Section 23.9	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the agreement is intended to disclaim any representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 23.4	The Franchise Agreement does not provide for arbitration or mediation. However, we both waive the right to any award for exemplary or punitive damages.
v. Choice of forum	Section 23.8	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	Section 23.7	California law applies. (Subject to applicable state law)
x. Notice of claim	Section 23.3	You must notify us in writing within 90 days of any wrongdoing or claim you have against us.
y. Liquidated Damages	Sections 2.8 and 8.5	If you fail to obtain a location for your restaurant or if you fail to complete training, we can terminate the franchise agreement and retain $10,000 of the initial franchise fee paid by you. (Subject to applicable state law)

*See also the State Addenda (Exhibit N) attached to this Disclosure Document.

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE CONTRACT MANAGEMENT AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Contract Management Addendum	Summary
a. Length of the franchise term	Section 28	Varies, negotiable. Usually 5 years.
b. Renewal or extension of the term	Section 29	You do not get a right to renew.
c. Requirements for franchisee to renew or extend	Section 29	You do not get a right to renew.

Provision	Section in Contract Management Addendum	Summary
d. Termination by franchisee	Not Applicable	No provision in the Addendum.
e. Termination by franchisor without cause	Not Applicable	No provision in the Addendum.
f. Termination by franchisor with cause	Not Applicable	No provision in the Addendum. Franchise Agreement controls.
g. "Cause" defined – curable defaults	Not Applicable	No provision in the Addendum.
h. "Cause" defined – non-curable defaults	Not Applicable	No provision in the Addendum. Franchise Agreement controls.
i. Franchisee's obligations on termination/ nonrenewal	Section 32	The addendum deletes certain (but not all) of your post-termination obligations relating to de-identification (removal of signs, sign faces, stationery, advertising, and making other changes to the Restaurant to change its appearance).
j. Assignment of contract by franchisor	Not Applicable	No restriction on our rights to assign.
k. "Transfer" by franchisee - defined	Section 32	No right to transfer.
l. Franchisor approval of transfer by franchisee	Sections 33	Addendum emphasizes that you have no right to assign and that we can use our subjective judgment to decide whether to consent and we can consult with the building or location owner or landlord.
m. Conditions for franchisor approval of transfer	Not Applicable	Addendum emphasizes that you have no right to assign and that we can use our subjective judgment to decide whether to consent and we can consult with the building or location owner or landlord.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	No provision additional to the Franchise Agreement.
o. Franchisor's option to purchase franchisee's business	Not Applicable	No provision additional to the Franchise Agreement.
p. Death or disability of franchisee	Not Applicable	No provision additional to the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Not Applicable	No provision additional to the Franchise Agreement.
r. Non-competition after the franchise is terminated or expires	Not Applicable	No provision additional to the Franchise Agreement.

Provision	Section in Contract Management Addendum	Summary
s. Modification of the agreement	Not Applicable	No provision additional to the Franchise Agreement.
t. Integration/merger clause	Not Applicable	No provision additional to the Franchise Agreement.
u. Dispute resolution by arbitration or mediation	Not Applicable	No provision additional to the Franchise Agreement.
v. Choice of forum	Not Applicable	No provision additional to the Franchise Agreement. (Subject to applicable state law)
w. Choice of law	Not Applicable	No provision additional to the Franchise Agreement. (Subject to applicable state law)
x. Notice of claim	Not Applicable	No provision additional to the Franchise Agreement.
y. Liquidated Damages	Not Applicable	No provision additional to the Franchise Agreement.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE SUBLEASE AGREEMENT IF YOU SUBLEASE FROM US. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Sublease Agreement	Summary
a. Length of the Sublease term (1)	3.1	The term is usually 10 years, subject to early termination.
b. Renewal or extension of the term	3.4	If our Master Lease terminates at the same time your Sublease terminates and we have an option to renew the Master Lease, we will give you an option to renew your Sublease for the same length of time. However, the extended term of your Sublease cannot extend beyond the Franchise Agreement term. Otherwise, there is no renewal of the Sublease unless you renew the Franchise Agreement.
c. Requirements for franchisee to renew or extend	3.4	You must notify us in writing no earlier than 12 months or later than 6 months before the last day of the Sublease.
d. Termination by franchisee	Not Applicable	The Sublease does not grant you the right to terminate it before the expiration of its term.
e. Termination by franchisor without cause	Not Applicable	We can't terminate unless there is good cause.
f. Termination by franchisor with cause	13	We can terminate if you are in default under the Sublease or any of your other agreements with us.

Provision	Section in Sublease Agreement	Summary
g. "Cause" defined – curable defaults	13.1(b)	We will forgive a default if you cure it or diligently work to cure it within a reasonable time. A default in any of your other agreements with us will be a default of your Sublease.
h. "Cause" defined – non-curable defaults	3.1, 3.3 & 13.1	Non-Curable: defaults under Franchise Agreement or other agreements with us, failure to pay rent or other payments required in Sublease, uncured defaults, abandonment and unapproved assignments.
i. Franchisee's obligations on termination/ nonrenewal	13.2(a) & 15.18	You must immediately surrender the premises to us.
j. Assignment of contract by franchisor	Not Applicable	No restrictions on our right to assign.
k. "Transfer" by franchisee - defined	10	You may not transfer, assign or sublet without our prior written consent.
l. Franchisor approval of transfer by franchisee	10	Approval may be granted in our reasonable discretion.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	The Sublease does not have a provision for this subject. Section 15.3 makes Sublease binding on heirs.
q. Non-competition covenants during the term of the sublease	Not Applicable	Not Applicable
r. Non-competition after the sublease is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	15.7	The Sublease cannot be modified or amended unless both parties agree in writing.
t. Integration/merger clause	15.7	Only the terms of the Sublease are binding. You can't claim there are any other promises.

Provision	Section in Sublease Agreement	Summary
u. Dispute resolution by arbitration or mediation	15.2(a)	The Sublease does not provide for arbitration or mediation. However, we both waive the right to any award for exemplary or punitive damages.
v. Choice of forum	15.6	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	15.5	State law where premises are located. (Subject to applicable state law)
x. Notice of claim	15.1	You must notify us in writing within 90 days of any wrongdoing or claim you have against us.

NOTE:

(1) The term of the Sublease is usually the same as the Franchise Agreement (10 years). We may terminate the Sublease if for any reason your Franchise Agreement terminates. Your Sublease is also subject to termination if for any reason our Master Lease terminates before the Sublease.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE CONDITIONAL LEASE ASSIGNMENT AGREEMENT IF YOU DO NOT SUBLEASE FROM US. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Conditional Lease Assignment	Summary
a. Length of the Lease Assignment term	1	The term is equal to your lease. You conditionally assign to us your lease.
b. Renewal or extension of the term	Not Applicable	Not Applicable.
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Not Applicable	No restrictions on our right to terminate.
g. "Cause" defined – curable defaults	1	If you default under any terms of your Lease. A default in any of your other agreements with us will be a default in the Lease Assignment.

Provision	Section in Conditional Lease Assignment	Summary
h. "Cause" defined – non-curable defaults	1	Uncured defaults under your lease or Franchise Agreement or other agreements with us.
i. Franchisee's obligations on termination/ nonrenewal	7 & 8	If we choose to accept the assignment, your rights under the lease will terminate and you must immediately surrender the premises to us within 3 days after receiving notice from us.
j. Assignment of contract by franchisor	5	No restrictions on our right to assign.
k. "Transfer" by franchisee - defined	Not Applicable	Not Applicable
l. Franchisor approval of transfer by franchisee	Not Applicable	Not Applicable
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	1 & 2	If you fail to cure a default, we can at our option accept assignment of your lease by delivering to you an Option Notice.
p. Death or disability of franchisee	Not Applicable	The Lease Assignment does not have a provision on this subject.
q. Non-competition covenants during the term of the lease assignment	Not Applicable	The Lease Assignment does not have a provision on this subject.
r. Non-competition after the lease assignment is terminated	Not Applicable	The Lease Assignment does not have a provision on this subject.
s. Modification of the agreement	16	The Lease Assignment cannot be modified or amended unless all parties agree in writing, including landlord.
t. Integration/merger clause	16	Only the terms of the Lease Assignment are binding. You can't claim there are any other promises.
u. Dispute resolution by arbitration or mediation	Not Applicable	The Lease Assignment does not have a provision on this subject.
v. Choice of forum	15	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)

Provision	Section in Conditional Lease Assignment	Summary
w. Choice of law	14	State law where premises is located. (Subject to applicable state law)
x. Assumption	2 & 4	If you are in default under your lease or other agreements with us, we have the right to accept the assignment of your lease and make the assignment unconditional.
y. Our obligations under the Lease	4 & 6	We will not have any obligations under your lease unless and until we choose to accept the assignment and deliver a written notice to you and the landlord.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE GUARANTY. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Guaranty	Summary
a. Length of the Guaranty term	1(b)	The Guaranty will remain effective until we have given the guarantor written notice that all guaranteed obligations have been performed and discharged.
b. Renewal or extension of Guaranty	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Not Applicable	Not Applicable
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	9	If the defaults are not cured the signers of the Guaranty will perform and cure the defaults.
i. Franchisee's obligations on termination/ nonrenewal	Not Applicable	Not Applicable
j. Assignment of contract by franchisor	3(a)(vii)	No restrictions on our right to assign.

Provision	Section in Guaranty	Summary
k. "Transfer" by franchisee - defined	10.(b)	The guarantor may not transfer or assign any part of the Guaranty without our prior written consent.
l. Franchisor approval of transfer by franchisee	10(b)	The guarantor may not transfer or assign any part of the Guaranty without our prior written consent.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the Guaranty	Not Applicable	Not Applicable
r. Non-competition after the Guaranty terminates or expires	Not Applicable	Not Applicable
s. Modification of the agreement	10(j)	The Guaranty cannot be modified or amended unless both parties agree in writing.
t. Integration/merger clause	10(j)	Only the terms of the Guaranty are binding. You can't claim there are any other promises.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	10(i)	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	10(h)	California State Law applies. (Subject to applicable state law)
x. Waivers	4	Signer of Guaranty waives most, if not all, of the rights given to a guarantor under the law including: any defenses and benefits under statutory laws against us to the extent the law will allow; waives rights and remedies under Calif. Civil Code §§ 2808, 2809, 2810, 2219, 2820, 2821, 2839, 2845, 2847, 2848, 2849, 2850 and 2855; waives right to revoke Guaranty; waives rights under any statute of limitations.

Provision	Section in Guaranty	Summary
y. Subordination	5	You must pay all your debts and obligations to us before you pay any debts and obligations you may owe the franchisee.
z. Guaranteed Obligations	1(a)	The guarantor guarantees your obligations under the Franchise Agreement and other agreements with us. The guaranty will remain in effect even if we change the terms of these agreements.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE CONTRACT FOR SALE OF ASSETS IF YOU PURCHASE YOUR BUSINESS FROM US OR AN AFFILIATE OF US. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Contract For Sale of Assets	Summary
a. Length of the contract term	Not Applicable	The Contract for Sale of Assets will remain effective until the sale is complete and obligations have been performed and discharged.
b. Renewal or extension of contract	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Not Applicable	If escrow fails to close because of your default, we can terminate the contract and keep your deposit as liquidated damages. (See Note 1.)
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	Not Applicable	Non-curable defaults are listed in the Franchise Agreement and in the Franchise Agreement chart above.
i. Franchisee's obligations on termination/ nonrenewal	2 & 4	Deliver instruments; pay purchase price; prorate all taxes; pay certain costs.
j. Assignment of contract by franchisor	Not Applicable	Not Applicable
k. "Transfer" by franchisee - defined	Not Applicable	Not Applicable

Provision	Section in Contract For Sale of Assets	Summary
l. Franchisor approval of transfer by franchisee	Not Applicable	Not Applicable
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of contract	Not Applicable	Not Applicable
r. Non-competition after the contract terminates or expires	Not Applicable	Not Applicable
s. Modification of the agreement	13	The Contract for Sale of Assets cannot be modified or amended unless both parties agree in writing.
t. Integration/merger clause	13	Only the terms of the Contract for Sale of Assets are binding. You can't claim there are any other promises.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	14	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	11	California State Law applies. (Subject to applicable state law)
x. Assumption of Liabilities	5 & 6	You must assume and be responsible for the obligations and liabilities for the business.

NOTE:

(1) The deposit you make under the Contract for Sale of Assets will usually equal 50% of the purchase price for the assets, although it may be less in some circumstances. The deposit will be held by either an independent escrow company or by us. If held by us, the funds will be placed in our general account and commingled with our other funds and will therefore not be a traditional "escrow". This deposit is in addition to any amounts you may pay under the Franchise Agreement. Any liquidated damages that we

or one of our affiliates retain under the Contract for Sale of Assets will be in addition to any amounts we are entitled to withhold from the franchise fee if the Franchise Agreement terminates. Under California Civil Code Section 1761 certain liquidated damage clauses are unenforceable.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE PROMISSORY NOTE IF YOU FINANCE FROM US. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Promissory Note	Summary
a. Length of the Note term	1	The repayment term varies. You may pay off the Note earlier than its term.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	2	The Note is pre-payable on 30 days' notice. You must pay any prepayment penalties or other charges we incur with our lender because of your prepayment.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Not Applicable	Not Applicable
g. "Cause" defined – curable defaults	5	Failure to make any payment within 5 days after due date.
h. "Cause" defined – non-curable defaults	5	Non-curable defaults are listed in the Franchise Agreement and in the Franchise Agreement chart above.
i. Franchisee's obligations on termination/ nonrenewal	5	You must immediately pay remaining balance.
j. Assignment of contract by franchisor	15	No restrictions on our right to assign.
k. "Transfer" by franchisee - defined	15	You may not transfer or assign your obligations under the Note.
l. Franchisor approval of transfer by franchisee	15	You may not transfer or assign your obligations under the Note.
m. Conditions for franchisor approval of transfer	15	You may not transfer or assign your obligations under the Note.

Provision	Section in Promissory Note	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the Note	Not Applicable	Not Applicable
r. Non-competition after the Note is terminated or expires	Not Applicable	Not Applicable
s. Modification of the Note	16	The Note cannot be modified or amended unless both parties agree in writing.
t. Integration/merger clause	16	Only the terms of the Note are binding. You can't claim there are any other promises.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	14	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	11	California State Law applies. (Subject to applicable state law)
x. Acceleration	5	If you fail to pay any installment within 5 days after its due date, or if you are in default under any of your other agreements with us, we can accelerate the Note and require you to pay entire unpaid balance and interest.

THIS TABLE LISTS IMPORTANT PROVISIONS IN THE SECURITY AGREEMENT IF YOU FINANCE FROM US. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENT ATTACHED TO THIS DISCLOSURE DOCUMENT.

Provision	Section in Security Agreement	Summary
a. Length of the Security Agreement term	Not Applicable	The Security Agreement will remain in effect until all secured obligations have been performed.

Provision	Section in Security Agreement	Summary
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Not Applicable	Not Applicable
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	5.1	Non-Curable: non-cured defaults under Promissory Note or other agreements with us, abandonment, dissolution and proceedings against your business.
i. Franchisee's obligations on termination/ nonrenewal	5.2	You must allow us to enter the premises and immediately surrender collateral for sale.
j. Assignment of contract by franchisor	Not Applicable	Not Applicable
k. "Transfer" by franchisee - defined	7.5	You may not transfer or assign the Security Agreement without our prior written consent.
l. Franchisor approval of transfer by franchisee	7.5	You may not transfer or assign the Security Agreement without our prior written consent.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable

Provision	Section in Security Agreement	Summary
q. Non-competition covenants during the term of the Agreement	Not Applicable	Not Applicable
r. Non-competition after Agreement terminates or expires	Not Applicable	Not Applicable
s. Modification of the agreement	7.15	The Security Agreement cannot be modified or amended unless both parties agree in writing.
t. Integration/merger clause	7.15	Only the terms of the Security Agreement are binding. You can't claim there are any other promises.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable.
v. Choice of forum	7.14	United States District Court for the Central District of California or any California state court located in Los Angeles County. We are not precluded from bringing an action in another court. (Subject to applicable state law)
w. Choice of law	7.13	California State Law applies. (Subject to applicable state law)

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote the 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 this 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 the franchisor's management by contacting Bijan Yadegar at 1875 Century Park East, Suite G, Los Angeles, California 90067, Telephone: (310) 772-2829, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary of Trimana, Trimana Express and Trimana Fresh Market Stores
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	30	26	-4
	2020	26	23	-3
	2021	23	20*	-3
Company Owned	2019	12	12	0
	2020	12	12	0
	2021	12	11**	-1
Total Outlets	2019	42	37	-5
	2020	38	35	-3
	2021	35	31	-4

* As of December 31, 2021, 5 of our existing Trimana or Trimana Express franchisees (identified in Exhibit L) have been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana, Trimana Express or Trimana Fresh Market location. In some instances, we may permit franchisees to operate both Trimana and Got Soup! concepts in one facility.

** As of December 31, 2021 our affiliated corporations operated 7 restaurants under the name "Trimana," one restaurant under the name "Trimana Express" and 3 restaurants under the name "Trimana Fresh Market" in the Los Angeles area. Three of these locations also offer Got Soup! foods as an add-on. Attached to this Disclosure Document as Exhibit L is a list of those locations.

Table 1
Systemwide Outlet Summary of Got Soup! Stores
(Add Ons to Other Concepts)
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	8	7	-1
	2020	7	7	0
	2021	7	5*	-2
Company-Owned	2019	5	4	-1
	2020	4	4	0
	2021	4	3**	-1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2019	13	11	-2
	2020	11	11	0
	2021	11	6	-5

* As of December 31, 2021, 5 of our existing Trimana or Trimana Express franchisees (identified in Exhibit L) have been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana, Trimana Express or Trimana Fresh Market location. In some instances, we may permit franchisees to operate both Trimana and Got Soup! concepts in one facility.

** As of December 31, 2021, our affiliated corporations operated 7 restaurants under the name "Trimana," one restaurant under the name "Trimana Express" and 3 restaurants under the name "Trimana Fresh Market" in the Los Angeles area. Three of these locations also offer Got Soup! foods as an add-on. Attached to this Disclosure Document as Exhibit L is a list of those locations.

Table 1
Systemwide Outlet Summary of PastaBenne Stores
(Add-Ons to Other Concepts)
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned	2019	1	0	-1
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	1	0	-1
	2020	0	0	0
	2021	0	0	0

Table 1
Systemwide Outlet Summary of PizzaBenne Stores
(Add-Ons to Other Concepts)
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
Total Outlets	2019	1	1	0
	2020	1	1	0
	2021	1	1	0

Table 1
Systemwide Outlet Summary of Salad Got Soup Stores
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned	2019	1	1	0
	2020	1	1	0
	2021	1	0	-1
Total Outlets	2019	1	1	0
	2020	1	1	0
	2021	1	0	-1

Table 1
Systemwide Outlet Summary of TacoLimon Stores
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
Total Outlets	2019	1	1	0
	2020	1	1	0
	2021	1	1	0

Table 2
Transfers of Trimana, Trimana Express and Trimana Fresh Market Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	1
	2020	0
	2021	0
Total	2019	1
	2020	0
	2021	0

Table 2
Transfers of Got Soup! Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	0

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

Table 2
Transfers of Salad Got Soup Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table 2
Transfers of TacoLimon Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table 2
Transfers of PizzaBenne Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table 2
Transfers of PastaBenne Outlets from Franchisees to New Owners
(other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
California	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table 3
Status of Trimana, Trimana Express and Trimana Fresh Market Franchised Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations/ Other Reasons	Outlets at End of Year
California	2019	30	1	0	0	0	5	26
	2020	26	0	0	3	0	0	23
	2021	23	0	0	3	0	0	20*
Total	2019	30	1	0	0	0	5	26
	2020	2*	0	0	1	0	2	23
	2021	23	0	0	3	0	0	20*

* As of December 31, 2021, we had 18 Trimana, 1 Trimana Express and 1 Trimana Fresh Market franchised locations. Five of our existing Trimana or Trimana Express franchisees (identified in Exhibit L) have been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana, Trimana Express or Trimana Fresh Market location. In some instances, we may permit franchisees to operate both Trimana and Got Soup! concepts in one facility.

Table 3
Status of Got Soup! Franchised Outlets
(Add Ons to Other Concepts)**
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2019	8	0	0	0	0	1	7
	2020	7	0	0	0	0	0	7
	2021	7	0	0	2	0	0	5*
Total	2019	8	0	0	0	0	1	7
	2020	7	0	0	0	0	0	7
	2021	7*	0	0	2	0	0	5*

* As of December 31, 2021, 5 of our existing Trimana, Trimana Express or Trimana Fresh Market franchisees (identified in Exhibit L) have been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana, Trimana Express or Trimana Fresh Market location. In some instances, we may permit franchisees to operate both Trimana and Got Soup! concepts in one facility.

** We no longer offer stand alone Got Soup! franchises, only in combination with one of our other concepts.

Table 3
Status of PastaBenne Franchised Outlets
(Add Ons to Other Concepts)
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table 3
Status of PizzaBenne Franchised Outlets
(Add Ons to Other Concepts)
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table 3
Status of Salad Got Soup Franchised Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table 3
Status of TacoLimon Franchised Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
California	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Trimana, Trimana Express and Trimana Fresh Market Outlets
For years 2019 to 2021*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	12	0	0	0	0	12
	2020	12	0	0	0	0	12
	2021	12	0	0	1	0	11*
Total	2019	12	0	0	0	0	12
	2020	12	0	0	0	0	12
	2021	12	0	0	1	0	11*

* As of December 31, 2021, our affiliated corporations operated 7 restaurants under the name "Trimana," one restaurant under the name "Trimana Express" and 3 restaurants under the name "Trimana Fresh Market" in the Los Angeles area. Three of these locations also offer Got Soup! foods as an add-on. Attached to this Disclosure Document as Exhibit L is a list of those locations.

Table 4
Status of Company-Owned Got Soup! Outlets
(Add Ons to Other Concepts)
For years 2019 to 2021*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	5	0	0	1	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	1	0	3*
Total	2019	5	0	0	1	0	4
	2020	4	0	0	0	0	4
	2021	4	0	0	1	0	3*

* As of December 31, 2021, our affiliated corporations operated 3 restaurants under the name "GOT SOUP!" in the Los Angeles area as an add-on to their Trimana, Trimana Express or Trimana Fresh Market restaurant. Attached to this Disclosure Document as Exhibit L is a list of those locations. As of the effective date of this Disclosure Document there were no stand-alone Company owned Got Soup! locations.

Table 4
Status of Company-Owned PastaBenne Outlets
(Add Ons to Other Concepts)
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	1	0	0	1	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Total	2019	1	0	0	1	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Table 4
Status of Company-Owned PizzaBenne Outlets
(Add Ons to Other Concepts)
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Total	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Table 4
Status of Company-Owned Salad Got Soup Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	1	0	0
Total	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	1	0	0

Table 4
Status of Company-Owned TacoLimon Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Table 5
Projected Openings of Trimana, Trimana Express and Trimana Fresh Market Outlets
As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	0	0
Total	0	0	0

Table 5
Projected Openings of Salad Got Soup Outlets
As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	0	0
Total	0	0	0

Table 5
Projected Openings of TacoLimon Outlets
As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	0	0
Total	0	0	0

Table 5
Projected Openings of PastaBenne Outlets
As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	0	0
Total	0	0	0

Table 5
Projected Openings of PizzaBenne Outlets
As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	0	0	0
Total	0	0	0

Attached to this Disclosure Document as Exhibit L is a list of the names, addresses and telephone numbers of our franchisees and our affiliated corporations, and list of franchisees who were terminated, cancelled, not renewed, or who otherwise ceased to do business under the franchise agreement or who have not communicated with us in the 12 months ending December 31, 2021. 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, we have not signed confidentiality clauses with any current or former franchisees.

There are no trademark-specific franchisee organizations associated with the franchise system being offered which we have created, sponsored or endorsed. There are no independent franchisee organizations that have asked to be included in this Disclosure Document.

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

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit A are our unaudited interim financial statements for the period of January 1, 2022 to September 30, 2022 and audited financial statements for fiscal years ending December 31, 2021, 2020and 2019.

ITEM 22. CONTRACTS

- Attached as Exhibit B is the Franchise Agreement
- Attached as Exhibit C is the Contract Management Addendum
- Attached as Exhibit D is the Sublease
- Attached as Exhibit E is the Conditional Lease Assignment Agreement
- Attached as Exhibit F is the Guaranty

- Attached as Exhibit G is the Contract for Sale of Assets
- Attached as Exhibit H is the Promissory Note
- Attached as Exhibit I is the Security Agreement
- Attached as Exhibit J is the Release
- Attached as Exhibit N is the State Addenda

ITEM 23. RECEIPTS

The Receipt to this Disclosure Document is attached as Exhibit O.

EXHIBIT A

FINANCIAL STATEMENTS

HIGH RISE GOODIES RESTAURANT GROUP, INC.
UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD JANUARY 1, 2022 THROUGH SEPTEMBER 30, 2022

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

HIGH RISE GOODIES RESTAURANT GROUP, INC.
UNAUDITED INTERIM FINANCIAL STATEMENTS
AS OF SEPTEMBER 30, 2022

HIGH RISE GOODIES RESTAURANT GROUP, INC.
Balance Sheet - Tax Basis
As of September 30, 2022

	Total
ASSETS	
Current Assets	
Total Bank Accounts	$ 117,098.04
Other Current Assets	
Prepaid Insurance	$ 3,099.95
Total Receivable - Franchise Fee Income	$ 7,500.00
Receivable State Income Tax overpayment	$ 5,545.00
Receivable Offsite Management	$ 65,594.00
Total Other Current Assets	**$ 81,738.95**
Total Current Assets	**$ 198,836.99**
Fixed Assets	
Total Fixed Assets (After net Accumulated Amortization of)	**$ 55,914.18**
Other Assets	
P.A.T. Advertising Deficit	$ 194,570.57
Total Other Assets	**$ 194,570.57**
TOTAL ASSETS	**$ 449,321.74**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	$ 16,296.35
Total Due To/From Affiliated Corps.	$ 53,000.54
Payable-Advertising Fund	$ 105,283.95
Payroll Taxes Payable	$ 8,495.50
Total Other Current Liabilities	**$ 166,780.01**
Total Current Liabilities	**$ 183,076.36**
Long-Term Liabilities	
Loans Payable	$ 200,000.00
PPP 2nd Draw Loan	$ 87,500.00
Total Long-Term Liabilities	**$ 287,500.00**
Total Liabilities	**$ 470,576.36**
Equity	
Additional Paid In Capital	$ 150.00
Common Stock	$ 125,000.00
Retained Earnings - Beginning	$ 17,587.81
Net Income	$ (163,992.43)
Retained Earnings - Ending	$ (146,404.62)
Total Equity	**$ (21,254.62)**
TOTAL LIABILITIES AND EQUITY	**$ 449,321.74**

Financial statements have not been subjected to an audit or review or compilation engagement and no assurance is provided on them.

Substantially all disclosures or a statement of cash flows ordinarily included in financial statements are not included.

HIGH RISE GOODIES RESTAURANT GROUP, INC.
Profit and Loss
January - September, 2022

	Total	
Income		
Total Royalty	**$**	**69,376.51**
Valencia Subsidy	$	2,000.00
Water Damage Reimbursement	$	2,778.39
Total Income	**$**	**74,154.90**
Cost of Goods Sold		
Food Purchases	$	566.00
Total Cost of Goods Sold	**$**	**566.00**
Gross Profit	**$**	**73,588.90**
Expenses		
Automobile Expense	$	159.77
Business TAX	$	160.21
Total Charity	$	11,667.00
Computer and Internet Expenses	$	2,320.38
Consulting	$	2,000.00
CREDIT CARD FEES	$	40.00
Credit Card to Breakdown	$	9,990.74
Dues and Subscriptions	$	100.00
Food for Office	$	17.60
Inspection Fees	$	11,110.00
Insurance Adjustment	$	(388.00)
Insurance Expense	$	8,907.00
Legal Fees	$	136.00
Legal Franchise Fee	$	6,946.72
Meals & Entertainment	$	72.00
Milage and Expenses	$	1,749.16
Mileage	$	5,805.38
Office Expense	$	335.62
Office Food	$	223.72
Office Supplies	$	40.00
Officers Insurance Expense	$	1,686.60
Parking Expense	$	31.25
Postage for Advertising	$	34.80
Supplies	$	831.50
Payroll Tax Expense	$	11,482.60
Payroll Tax Refund	$	(766.10)
Building Repairs	$	1,356.00
Equipment Repairs	$	148.96
Total Repairs and Maintenance	**$**	**1,504.96**
Salaries - Officers	$	150,099.00
Telephone Expense	$	3,724.64

Total Expenses	**$**	**220,031.81**
Net Operating Income	**$**	**(164,010.43)**
Other Expenses		
Total Other Expenses	**$**	**-**
Net Other Income	**$**	**-**
Net Income	**$**	**(164,010.43)**

Financial statements have not been subjected to an audit or review or compilation engagement and no assurance is provided on them.

Substantially all disclosures or a statement of cash flows ordinarily included in financial statements are not included.

AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2021, 2020 and 2019

KASHANI & COMPANY CPA, INC.

A PROFESSIONAL CORPORATION

433 N. Camden Dr, Suite 400
Beverly Hills, CA 90210
T: (310) 202-1010

August 30, 2022

High Rise Goodies Restaurant Group, Inc.
1875 Century Park East
Los Angeles, CA 90067

RE: CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT

We hereby consent to the use of our audit reports dated August 30, 2022 for High Rise Goodies Restaurant Group, Inc. as of December 31, 2021, 2020, and 2019 and the years ended December 31, 2021, 2020, and 2019 to appear in High Rise Goodies Restaurant Group, Inc.'s Franchise Disclosure Document dated August 30, 2022 for distribution to prospective franchisees as required by the Federal Trade Commission.

Kashani & Co, CPA, Inc

Steve A. Kashani CPA
KASHANI & COMPANY CPA, INC. A PROFESSIONAL CORPORATION
Accountant to High Rise Goodies Restaurant Group, Inc.
Beverly Hills, California
August 30, 2022

HIGH RISE GOODIES RESTAURANT GROUP, INC.

INDEPENDENT AUDITOR'S REPORT

AND

AUDITED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED DECEMBER 31, 2021 to DECEMBER 31, 2019

KASHANI & COMPANY CPA, INC. A PROFESSIONAL CORPORATION
433 N. Camden Dr, Suite 400
Beverly Hills, CA 90210
(310) 202-1010

HIGH RISE GOODIES RESTAURANT GROUP, INC.

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KASHANI & COMPANY CPA, INC. APC

CERTIFIED PUBLIC ACCOUNTANT
433 N. Camden Dr, Suite 400
Beverly Hills, CA 90210
T:(310) 202-1010

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of High Rise Goodies Restaurant Group, Inc.
(A California Corporation)
1875 Century Park East
Los Angeles, CA 90067

Opinion

I have audited the accompanying financial statements of High Rise Goodies Restaurant Group, Inc. (a California Corporation), which comprise the balance sheets as of December 31, 2021, 2020 and 2019 and the related statements of operations, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of High Rise Goodies Restaurant Group, Inc. as of December 31, 2021, 2020 and 2019 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audits in accordance with auditing standards generally accepted in the United States of America. My responsibility under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of High Rise Goodies Restaurant Group, Inc. and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audits. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Change in Accounting Principle

As described in Note 1 to the financial statements, High Rise Goodies Restaurant Group, Inc. has changed its method of accounting for revenue from contracts with customers by adopting Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606). High Rise Goodies Restaurant Group, Inc adopted the new revenue standard using a modified retrospective approach. My opinion is not modified with respect to this matter

Emphasis of Matter – COVID-19

As more fully described in Note 15 to the financial statements, the Company has been impacted by the outbreak of a novel coronavirus (COVID-19), which was declared a global pandemic by the World Health Organization in March 2020. Also, on March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide certain relief as a result of the COVID-19 outbreak. On March 11, 2021 signed into law a new act which included a new Restaurant Revitalization Fund of the American Rescue Plan Act The Company is currently evaluating how these various acts will impact its financial position, results of operations, and cash flows. Our opinion is not modified with respect to this matter.

Emphasis of Matter – GOING CONCERN

As discussed in 16 to the financial statements, on March 11, 2020, the World Health Organization declared the novel strain of Coronavirus a global pandemic and recommended containment and mitigation measures worldwide. The Covid-19 crisis has closed many of the company and franchisee stores since March 2020 and some of the stores remain closed as of the date of issuance of the financial statements. Many of the stores that have opened have significantly reduced sales. Due to the closures of the stores and reduced sale, there is a significant decline in royalty income received and there is a risk that the company will not be able to meet its commitments and fixed expenditures. Management's evaluation of the events and conditions and managements' plans regarding these matters are also described in Note 17. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Notice this note includes a statement that substantial doubt of Going Concern is present. Though managements' plans are disclosed, the probability of success is not provided.

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 High Rise Goodies Restaurant Group, Inc.'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

My objective is 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 my 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, including omissions, 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, I:

• 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 High Rise Goodies Restaurant Group, Inc.'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 my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about High Rise Goodies Restaurant Group, Inc.'s ability to continue as a going
concern for a reasonable period of time.

I am 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 I identified during the audit.

Supplementary Information

The supplementary information included in Supplemental Schedule of Franchising Related Expenses and Supplemental Schedule of Administrative Expenses are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The supplementary information has been subjected to the audit procedures applied in my audits of the basic financial statements and certain additional procedures, including comparing and reconciling such supplementary information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America. In my opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole**.**

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Kashani & Co, CPA, Inc

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Steve A. Kashani CPA
KASHANI & COMPANY CPA, INC. A PROFESSIONAL CORPORATION
Beverly Hills, CA 90210
August 30, 2022

HIGH RISE GOODIES RESTAURANT GROUP, INC.
BALANCE SHEETS
DECEMBER 31, 2021, 2020 and 2019

ASSETS

	12/31/21	12/31/20	12/31/19
CURRENT ASSETS			
Cash in bank	$89,172	$498,590	$1,858,034
Royalties, Management Income & Rebate Income Receivables	73,463	66,116	33,319
Franchise Fee Income Receivable	7,500	22,500	25,000
Loans Receivables	0	0	335,000
Pepaid Insurance	3,101	2,832	0
Total Current Assets	173,236	590,038	2,251,353
FIXED ASSETS - COMPANY OWNED STORES			
Leasehold improvements- Franchisees have No Rights in Fixtures & Equipment (Note 1):			
Equipment purchased from franchisee	5,798	5,798	5,798
Furniture & Equipment	3,276	3,276	3,276
Office Equipment - Copier & Computers	8,504	8,504	5,488
Less accumulated depreciation	(15,089)	(14,357)	(14,562)
New Recipes	8,842	8,842	8,842
Research & Development Costs (Note 10)	64,651	64,651	64,651
Less accumulated amortization	(20,239)	(15,297)	(7,316)
Net Fixed Assets	55,743	61,417	66,177
OTHER ASSETS			
Net P.A.T. Advertising Deficit (Note 8)	194,571	194,571	194,571
Organization costs (Note 1)	25,000	25,000	25,000
Less accumulated amortization	(25,000)	(25,000)	(25,000)
Patents	200	200	200
Total Other Assets	194,771	194,771	194,771
TOTAL ASSETS	$423,749	$846,225	$2,512,301

HIGH RISE GOODIES RESTAURANT GROUP, INC.
BALANCE SHEETS
DECEMBER 31, 2021, 2020 and 2019

LIABILITIES AND SHAREHOLDERS' EQUITY

	12/31/21	12/31/20	12/31/19
CURRENT LIABILITIES			
Accounts Payable	$17,296	$9,967	$10,321
Credit Cards Payable	1,518	1,087	12,139
Payroll Tax Payable	0	168	50,181
State Income Tax Payable (Receivable)	(5,545)	(6,345)	(6,345)
Net Due from (Due to) Affiliated Corporations (Note 6)	(8,537)	(37,027)	(42,469)
Salaries payable	8,496	8,496	0
Pension plan payable (Note 4)	75,000	0	75,000
			0
Total Current Liabilities	88,228	(23,655)	98,827
LONG TERM LIABILITIES			
PAT Advertising Management Fee Payable (Note 8)	105,284	105,284	105,284
PPP Loan 1 (Note 14)	0	62,500	
PPP Loan 2 (Note 14)	87,500	0	0
Total Long Term Liabilities	192,784	167,784	105,284
TOTAL LIABILITIES	281,012	144,130	204,111
Commitments (Note 5, 16)			
SHAREHOLDERS' EQUITY			
Common stock, authorized 10,000,000 shares with no par value, issued and outstanding 10,000 shares	125,000	125,000	125,000
Additional Paid in Captial	150	150	150
Shaeholder Distributions - 2021, 2020, 2019	(150,000)	(1,366,586)	-
Retained Earnings	576,945	2,182,989	2,058,863
Current Earnings/(Loss)	(409,358)	(239,458)	124,176
Total Stockholders' Equity	142,737	702,095	2,308,189
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	$423,749	$846,225	$2,512,301

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY

DECEMBER 31, 2021, 2020 and 2019

	Common Stock	Additional Paid In Capital	Retained Earnings	Total
Balance December 31, 2018	$125,000	$150	$2,058,863	$2,184,013
Net Income 2019			124,176	124,176
Prior Period Adjustment			(50)	(50)
Shareholder Distributions			-	-
Balance December 31, 2019	$125,000	$150	$2,182,989	$2,308,139
Net Income 2020			(239,458)	(239,458)
Shareholder Distributions			(1,366,586)	(1,366,586)
Balance December 31, 2020	$125,000	$150	$576,945	$702,095
Net Income 2021			(409,358)	(409,358)
Shareholder Distributions			(150,000)	(150,000)
Balance December 31, 2021	$125,000	$150	$17,587	$142,737

HIGH RISE GOODIES RESTAURANT GROUP, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED
DECEMBER 31, 2021, 2020 and 2019

	12/31/21	12/31/20	12/31/19
TOTAL REVENUES (See Schedule)	$ 74,747	$ 347,494	$ 845,545
LESS COST OF GOODS SOLD	0	0	0
OPERATING EXPENSES (See Schedule)	(89,817)	(95,386)	(189,030)
TOTAL INCOME BEFORE GENERAL & ADMIN	(15,070)	252,108	656,515
GENERAL & ADMINISTRATIVE EXPENSES (See Schedule)	(452,987)	(490,766)	(528,857)
TOTAL ORDINARY INCOME	(468,057)	(238,658)	127,658
Other Income / (Expenses):			
PPP Loan Forgiven	62,500	0	0
Provision for State Income Taxes	(3,800)	(800)	(3,482)
NET INCOME (LOSS)	($409,358)	($239,458)	$124,176

HIGH RISE GOODIES RESTAURANT GROUP, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED
DECEMBER 31, 2021, 2020, and 2019

	12/31/21	12/31/20	12/31/19
NET INCOME/(LOSS)	($409,358)	($239,458)	$124,176
Adjustment for items not affecting cash flows:			
Depreciation Expense	732	427	0
Amortization Expense	4,942	7,349	3,146
	(403,684)	(231,682)	127,322
CASH FLOWS FROM OPERATING ACTIVITIES:			
(Increase)/ decrease in notes receivable	0	335,000	(335,000)
(Increase)/ decrease in royalties & management receivable + Prepa	(7,349)	(32,797)	385,449
(Increase)/ decrease in Franchise Fee Receivable	15,000	(2,832)	0
(Increase)/ decrease in Prepaid Expenses	(269)	0	0
(Decrease) / increase in accounts payables	7,329	(354)	(10,189)
(Decrease) / increase in credit cards payables	431	(11,052)	8,389
(Decrease) / increase in state income tax payable	800	0	(3,518)
(Decrease) / increase in pension plan payable	75,000	(75,000)	0
(Decrease) / increase in salaries, payroll tax payable	(168)	(50,964)	0
(decrease) / increase in other payables	0	74,397	
Net cash provided by/(used in) operating activities	(312,909)	4,717	172,454
CASH FLOWS FROM INVESTING ACTIVITIES:			
(Increase)/ decrease in fixed assets	0	(3,016)	(64,651)
PPP loan forgiven	(62,500)	0	0
Net cash provided by/(used in) investing activities	(62,500)	(3,016)	(64,651)
CASH FLOWS FROM FINANCING ACTIVITIES:			
(Increase) in decrease from due from affiliated Corporations	28,490	5,442	(93,397)
Decrease in Advances due to officers	0	0	0
Net P.A.T. Surplus (deficit) (Note 10)	0	0	(0)
PPP 2nd Draw Loan	87,500		
(Distributions) to shareholders	(150,000)	(1,366,586)	0
Net cash provided by/(used in) financing activities	(34,010)	(1,361,144)	(93,397)
NET CHANGE IN CASH & CASH EQUIVALENTS	(409,419)	(1,359,444)	14,406
CASH AT BEGINNING OF PERIOD	498,590	1,858,033	1,843,627
CASH AT END OF PERIOD	$89,172	$498,590	$1,858,033

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

High Rise Goodies Restaurant Group, Inc., henceforth known as (the "Company") and/or (the "Franchisor"), was incorporated in California on October 17,1996. Incorporated under the name of High Rise Goodies Restaurant Group, Inc., but sometimes referred to as “TRIMANA”, “TRIMANA EXPRESS”, “GOT SOUP!”, “TACO LIMON”, “SALAD GOT SOUP!”.

The Company grants franchises to operate upscale quick service restaurants featuring specialty sandwiches, salads, salad bar, cold and hot pastas, soups, bakery goods, grilled items, juices, smoothies, coffee, drinks and specialty convenience items (or any combination of the foregoing). Management of the Company has had many years of experience operating other food service facilities in first class high rise office buildings.

During the 2020 year and continuing subsequently, the Covid-19 crisis affected company operations. See note 15 and 16 for Going Concern footnote on the company as a result of Covid-19.

During 2021, 3 Franchised locations were closed. These stores were located at 21820 Burbank Ave, 3415 Sepulveda and 12100 Wilshire Blvd, all in Los Angeles, CA. During 2020 3 Franchised locations were closed, during 2019, Five Franchised locations were closed. The company did not open any new locations during 2021 and 2020. The company opened two locations in 2019. at 312 W. 5th Street and One Gateway Plaza (Metro Station), an affiliated company store.

Total revenues from multi-faceted operations totaled $74,747 for 2021, $347,494 for 2020 and $845,545 for 2019. Of this total, during 2021, the company derived $56,019 (75%), of its total revenues from Royalty Income, $10,284 (14%) from Rebate Income, and $8,387 (11%) from management fee income. During 2020, the company derived $160,761 (47%) of its total revenues from Royalty Income, $68,441 (19%) from Management Fee Income, $98,357 (28%) from Rebate Income, $7,000 (2%) from Subsidy Reimbursements, and the rest of 4% from other income such as $10,150 from interest income and $2,785 from other sources.

Basis of Audit

This audit is for High Rise Goodies Restaurant Group Inc. and is not an audit of these affiliated stores. The operation of the affiliated stores, their Company and their associated income or loss is not part of and not included on these audited financial statements. At the end of the lease term, the owner of these stores or Franchisees will not have any interest in the price paid for the leasehold improvements, and all leasehold improvements will belong to the building landlord who has paid or will pay to the Franchisor a construction refund in the form of an allowance for improvements made by the Franchisor.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Change in accounting principle

In May 2014, the "Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606) (codified as ASC 606), which, along with subsequent amendments issued after May 2014, replaced substantially all the relevant U.S. GAAP revenue recognition guidance. ASC 606, as amended, is based on the principle that revenue is recognized to depict the contractual transfer of goods or services to customers in an amount that reflects the consideration to which they entity expects to be entitled in exchange for those goods or services utilizing a new five-step revenue recognition model, which steps include (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfied a performance obligation.

On January 1, 2020, the company adopted ASC 606, as amended, to all contracts that had not been completed as of January 1, 2020 using the modified-retrospective method Accordingly, results for the reporting period beginning after December 31, 2019 are presented in accordance with ASC 606, while prior period amounts have not been adjusted and continue to be reported under the accounting standards that were in effect for the prior periods.

Election to use the practical expedient in paragraph 952- 606-25-2:
On **January 28, 2021**—The Financial Accounting Standards Board (FASB) issued an Accounting Standards Update (ASU) that provides a practical expedient that simplified how private company franchisors analyze certain activities when determining their performance obligations in a franchise agreement. When a business owner (the franchisee) opens a new branch of a franchise, the franchise agreement generally stipulates that the franchisor will support certain pre-opening activities to support the new branch. Those activities may include services such as training or site selection. The practical expedient permits certain pre-opening services listed within the guidance to be accounted for as distinct from the franchise license. The effect of this expedient is that the franchisor can separate the standard pre-opening activities from the license and record that revenue as a separate performance obligation. The company has adopted this Practical Expedient and the accompanying financial statements are prepared accordingly.

Change in accounting principle - Continued

Paragraph 952-606-25-2 of the expedient specifies that when applying the guidance in Topic 606, a franchisor that enters into a franchise agreement may account for the following pre-opening services as distinct from the franchise license: a. Assistance in the selection of a site b. Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation c. Training of the franchisee's personnel or the franchisee d. Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping e. Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes or about regulations affecting the franchisee's business f. Inspection, testing, and other quality control programs. The entity has determined that assistance in selection of a site, commissions paid in obtaining a new franchisee and training involved of franchisees' personnel may be accounted for as distinct from the franchise license because they are consistent with the list of services in paragraph 952-606-25-2 The company makes an accounting policy election to account for all pre-opening services that are consistent with the list in paragraph 952-606-25-2 as a single performance obligation

The cumulative effect of adopting ASC 606 resulted in a one-time adjustment of $4,000 to the opening balance of retained earnings which his reflected in the accompanying statements of stockholder's equity for the fiscal year ended December 31, 2020. The cumulative effect adjustment relates to the recognition of revenue and related costs for customers contracts that transfer goods or services over time. Under ASC 606, the timing of the recognition of revenue and the related cost of revenue associated with goods or services provided to customers with no alternative use are recognized over time utilizing an input method that compares the cost of the cumulative work-in-progress to date to the most current estimate for the entire cost of the performance obligation. By contrast, in the prior periods, revenue and the related costs were recognized upon completion of the performance obligation in accordance with accounting standards that were in effect in the prior periods. Under these customer contracts the customer retains control of the product as it is being created or enhanced by our services and/or we are entitled to compensation for progress to date that includes an element of profit margin.

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Change in accounting principle - Continued

Restatement under the new ASU 606 consists of the following for 2020:

Members' Equity December 31, 2019 as previously reported	$2,308,189
Deferred revenue ASC 606 impact	$0 <A>
Deferred commission & marketing ASC 606 Impact	0
Total Impact of ASC 606 Restatement	0
Members' equity, as restated as of 12/31/2019	$2,308,189

<A>: The company has reviewed all franchisee agreements and out of the 23 franchised stores in operation as of the balance sheet date, 22 stores are operating under agreements under which no renewal fees were collected. Although the franchise agreements are in place, the initial 5 year or 10 year initial terms for all these 22 stores have already passed and as such, the initial franchisee fees paid are not required to be adjusted to the opening balance of retained earnings as the full terms have already been captured in prior years incomes. In addition, the company has determined that the costs incurred to open a new franchise equals or exceeds charged fees. As such, no adjustment for the opening balance of retained earnings was made by the company for the year. Also no commissions were paid on the outstanding franchise and hence no deferred expenses were recorded by management.

Basis of Accounting

The Company maintains its books on the accrual basis. All financial statements included in this report are on the accrual basis with the exception of the statement of cash flows, which is on the cash basis.

Fiscal Year

The company's fiscal year-end is December 31

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

Initial Franchise Fees –
Franchise fees for sales, renewals and resales are recognized ratably over the term of the franchise agreement, which is either 5 years or 10 years, starting upon signing of the sale, resale or renewal agreement. As allowed under ASC 606, initial franchise fees are recognized upon opening, as costs incurred to open a new franchise equal or exceed charged fees.

Additionally, since there was no Franchise Fee income during the year, there is no deferment of initial franchise fee income available to be accrued for the current year.

Royalty Income –
Pursuant to various franchise agreements, franchisees are required to pay the company royalties based on a percentage of gross sales, as defined in the individual agreements. These amounts are recognized in the current year as they pertain to current year percent of sales. Royalty income from all Franchised stores amounted to $56,019 in 2021, $160,761 in 2020 and $467,282 in 2019. The decline in royalty income is due to the Corona Virus Epidemic which has closed most of the franchisee stores from March 2020 until further notice.

Number of Stores
As of the balance sheet date of December 31, 2021, there were 12 affiliated company stores and 20 franchised stores for a total of 32 stores. As of December 31, 2020, there were 14 affiliated company stores and 23 franchised stores. As of December 31, 2019, there were 14 affiliated company stores and 26 franchised stores. The Affiliated Company stores are not owned by High Rise Goodies but is an Affiliated Company with common shareholders as High Rise Goodies Restaurant Group, Inc. All other stores operating under Trimana are either Affiliated Company stores or Franchisee owned stores. All Trimana restaurants including affiliated and non-affiliated stores have their leases signed by High Rise Goodies Restaurant Group, Inc. The Affiliated Company stores (with the exception of the three stores known as Beaudry located on 333 south Beaudrey St, Science Center and 900 Exposition which pay management fees) do not pay a Royalty to High Rise Goodies.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Closed Stores and Lease Buy Out Income

During 2021, 3Franchised locations and 2 company affiliated stores were closed. During 2020, 3 Franchised locations were closed**.** During 2019, Five Franchised locations were closed. Three of the stores closing in 2019 were closed as the company did not renew the lease or franchise agreement at 1400 S. Douglas Rd in Anaheim, CA, 335 E. Avenue I in Lancaster, CA and 3550 Wilshire Blvd, in Los Angeles, CA. One franchisee closed operations on its own at 6246 Wilshire Blvd, in Los Angeles, CA and a last location at 1900 Avenue of Stars in Los Angeles, CA was closed due to landlord remodeling.

See notes on commitments for discussion of rental commitments by the Company.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Initial franchise fee & Royalty Income

The Company grants license for a franchise for $50,000 for a Ten Year Term or $25,000 for a Five year term. If the franchisee purchases from the Company or one of the affiliates described in note 6 an existing restaurant that has a lease term of less than 10 years, then the franchise fee will equal $5,000 times the number of years left in the lease term. The initial fee is paid when the franchisee signs the Franchise Agreement or by installments as per agreement. On renewal of the franchise agreement, franchisees must also pay a renewal fee for another term. Royalty is assessed at the greater of an agreed base amount or 6% of Gross Receipts. The 12 affiliated Company stores do not pay royalty. The affiliated companies develop the business at the locations in lieu of paying any royalty to the Franchisor.

Management Fee Income

The Company derived management fee income of $8,387 in 2021, $68,441 in 2020 and $232,067 in 2019 as a fee earned to manage outside stores. The reason for decline in mazement fee income is the closures of stores due to the pandemic.

Rebate Income

Rebate income to franchisor (described in Note 6) from various suppliers based on required purchases by franchisees from those suppliers amounted to $10,284 in 2021, $98,357 in 2020 and $74,461 in 2019.

Franchisee Operations

All franchised stores are located in California. California minimum wage has increased to $15 per hour. Most stores are located in the city of Los Angeles where the minimum wage has increased to $15 per hour and $16.04 during the later part of 2022. This increase in minimum wage rate plus new sick time laws might affect franchisees operations.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Sale of stores

The sale of the store by the Company to franchisees is only for the right to do business under the "TRIMANA" or "TRIMANA EXPRESS" or "TACO LIMON" or "SALAD GOT SOUP!" name. As is outlined below under fixed assets - leasehold improvements, the fixed assets of the store are not transferred to the franchisee as the building landlord having paid to the Company for a portion of the leasehold improvements will have an interest in the fixed assets at the expiration of the lease term. At the end of the lease term, the Franchisees will not have any interest in the price paid for the leasehold improvements, and all leasehold improvements will belong to the building landlord who may have paid an allowance to the Franchisor for improvements made.

Fixed Assets - Leasehold Improvements

Fixed assets are carried at net cost to the organization. Most stores are leased by High Rise Goodies Restaurant Group, inc. and subsequently sub-leased to any potential franchisees or to affiliated corporations. However, the Four stores located at 6246 Wilshire Blvd. and 888 S. Figueroa in Los Angeles and 200 Corporate Point, in Los Angeles, CA and 400 Corporate Point in Los Angeles, CA have their leases entered into by the individual franchisees. Hence, the fixed assets of High Rise Goodies Restaurant Group, Inc. does not include any of the Affiliated-Company owned or Franchisee owned stores, as the activity and assets from all these stores is reflected on the individual Affiliated-Company or Franchisee owned store's financial statements or tax returns.

The Company may get revenue or other benefits from Franchisees who lease or sub-lease restaurant locations from the Company. If the Company builds franchisee restaurant improvements, the Company may get revenue or other benefits from the landlords or franchisee payments to the Company for the construction work.

All leasehold improvements are owned by the landlords of the building and at the end of the lease term all leasehold improvements will be deferred to the owner of the building, unless lease negotiations prior to the expiration of the lease have been finalized. The landlord of the building has separately paid the Company for the rights to the leasehold improvements. None of the leasehold improvements belong to the franchisees. The money paid for the purchase of the business by franchisees is solely for the right to operate the business during the terms of the lease. Depending on the lease agreements, the stores carry options to renew the lease terms. It is the full intention of the Company to renegotiate the leases and/ or exercise the options to renew the leases well in advance prior to the end of the lease term. See note 1 – Sale of stores for further details.

NOTE 1 - NATURE OF ACTIVITIES AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Depreciation will be provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives or lease term whichever is earlier, by use of the straight-line method for financial reporting purposes. Total depreciation expense was $732 for 2021 and $427 for 2020 based on computers and furniture. The company does not own any stores and so no depreciation on any store is recoded. Intangible assets are amortized over 10 years straight line basis. Total amortization expense for 2021 was $4,942 in 2021, $7,349 in 2020 and $3,146 in 2019.

Income Taxes

High Rise Goodies Restaurant Group, Inc. is a California Corporation. During 1998, the Company elected and was granted by the Internal Revenue Service, permission to be treated as a S-Corporation. Hence, all income and expense of the Corporation will be passed through to the individual shareholders individual income tax returns. During the 2021 and 2020 years, the company had a loss from operation which the shareholders intend to use as a carryback or carryforward on their personal tax returns.

Cash Equivalents

For purposes of the statement of cash flows, the organization considers all highly liquid certificate of deposits purchased with an original maturity of one year or less to be cash equivalents. The carrying amount approximates fair value because of the short maturity of those instruments. As of the balance sheet date, there were no investments in securities or other investments held by the Company.

Organization

Organization costs consist mainly of legal expenses and fees paid to regulatory agencies for establishing and setting up of the Company. These costs are amortized over 60 months.

Long Lived Assets

The impairment of long lived assets are reviewed whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An impairment loss would be recognized when estimated future cash flows expected to result from the use of the asset and its eventual disposition is less than its carrying amount. The Company has not identified any such impairment losses.

NOTE 2 - COMMITMENTS

The Company has 17 leases in place. 10 are franchised and 7 are run by affiliated corporations. The affiliated corporations are totally independent of the company but share common shareholders. Four of the franchisees have leased their own stores so they are not included in the above total. Rental payments are gradually increased per the lease agreements. The leases are operating leases as the leases do not transfer ownership of the assets to the lessee, the lessees do not have an option to purchase and the lease terms are not equal to or greater than 75% of the estimated useful life of the leased asset and the present value of the lease and other minimum lease payments do not equal or exceed 90% of the fair value of the leased asset. Lease terms are short and range in expiration from four to ten years; with an average expiration on all remaining leases at 6 years. Most stores have options to renew their leases from five to ten years, however, High Rise Goodies Restaurant Group Inc. is still committed under the lease.

1. Due to the Corona Virus Epidemic some of the franchisee stores were closed and the company has faced a marked decline in royalty and other types of income. The company is still committed under the leases if the franchisees don't perform and as such, as of the balance sheet date of December 31, 2020, the total estimated rent committed by the company was $1,095,000. Certain landlord have issued waivers of the amounts due, however a waiver has not been received from all landlords as of the issuance of the audit. However, the company strongly believes that all the landlords will issue rental waivers and reductions post Covid. Management belief is that there would not be any rent payable and waivers will be issued by all landlords due to the need of the landlords to provide the other tenants in their buildings, service in the form of a restaurant. Also the company believes that the Restaurant bailout act will provide funding for any back rents due to the landlords. The audit has not capitalized this amount as payable, however, the risk remains that parts of this amount might become payable. See notes 15 + 16 on going concern.

2. Total future commitments under the leases equals $3,869,880. These commitments are classified as operating leases under FAS. No 13. However, since the franchisees are primarily liable under the leases, the lease commitments are not capitalized. Also as described in the above, the company believes that there would not be any rent payable and waivers will be issued by all landlords due to the need of the landlords to provide the other tenants in their buildings, service in the form of a restaurant. As the Company franchises a location, the franchisee guarantees the lease payments under the lease agreement and hence no rent expense is recorded on the company's books. The Company has recourse against the franchisees and the equipment for the remaining duration of the lease term, in the event of any default by the individual franchisee under their lease agreement. The leases range from 1 years to 10 years remaining and range in monthly lease payments of $3,000 to $15,000.

NOTE 2 – COMMITMENTS (Continued)

Approximate future annual minimum lease payments under which the company is obligated to pay if the franchisees do not pay is as follows:

Future minimum payments required under existing operating leases with initial terms of one year or more are as follows:

2022	$739,008
2023	683,472
2024	566,688
2025	413,472
2026	224,400
Thereafter	2,627,040
Total Commitments	$3,869,880

NOTE 2 – COMMITMENTS (Continued)

3. The company has chosen to carry a Master Insurance policy covering all the stores. The franchisees individually contribute each of their portions to the master insurance policy by paying directly to an affiliate of the company which pays the master policy premiums.

4.All franchisees pay a royalty which equals the greater of a certain base amount or 6% of gross sales generated by their locations.

NOTE 3 – CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject the Company to a concentration of credit risk principally consist of cash held in bank. The Company invests available cash in banks with high credit ratings and strives to maintain cash balances within FDIC limits. As of the balance sheet date, the Company had cash in Three different bank accounts with a combined balance of $494,692. As of the balance sheet date, one of the bank accounts had balances of $423,647 which is above the FDIC insured limits of $250,000. Management has been advised that should a failure in one of the banks occur, the cash balances over $250,000 would be at risk.

NOTE 4 - PENSION PLAN & PENSION PLAN PAYABLE:

The Company setup a Pension plan in the form of a SEP-IRA in the year 2002. Under the terms of the plan, only full-time employees with three or more years of services are allowed to participate in the plan. The Company's total share of the pension plan was $75,000 for the 2020 year at a rate of the higher of 25% of compensation or $53,000 maximum per three officers/employees as adopted by the Company under new IRS guidelines. Per the Company, the employees other than the officers are working on a part-time basis and do not qualify under the Pension Plan.

The pension plan payable balance as of the December 31, 2021 balance sheet date was $75,000 which the company paid the balance in 2022.

NOTE 5 – RELATED PARTY

1. The Company has some affiliates (that is, companies that are under common control with the Company's shareholders). These affiliates are Watt-Elyad Corp., Kambiz-Yad Corp., Beverly-Elyad Corp., Goodies of 333 Hope Inc, Oxnard Elyad Corp, 330 Hope Elyad Corp, Pine Elyad Corp, Fox Elyad Corp (2121 Avenue of the Stars), 633 Elyad Corp, 1925 Elyad Express, Inc, 2049 Elyad Corp, Fifth St. Elyad Corp. (Beaudry) and World Elyad Corp, Miriam and Leah Corporation, Museum Elyad Corp. A majority interest in each of our affiliated corporations is owned collectively by Bijan Ben Yadegar, Faramarz Fred Yadegar and John Elisha.

The affiliated corporations have operated restaurants under the names "TRIMANA" or "TRIMANA EXPRESS" or "GOT SOUP!" or "Taco Limon" or "Salad Got Soup! or "Trimana Fresh Market" at Los Angeles, California (since February 1995), 1875 Century Park East, Los Angeles, California (since May 1995), 1900 Avenue of the Stars, Los Angeles, California (since March 1993), 8383 Wilshire Boulevard, NO. 110, Beverly Hills, California (since January 1993), 333 S. Hope Street (Since November 1997 a.k.a store #10), 6500 Wilshire Blvd., 700 Exposition Park Drive, 21600 Oxnard Blvd. Woodland hills, CA, 333 South Beaudry Ave, Los Angeles, CA, 2121 Avenue of the Stars (Fox Elyad) and 633 West 5th Street, 1925 Century Park East and 2049 Century Park East, 8411 Fallbrook Avenue, West Hills, CA, 9100 Wilshire Blvd., Los Angeles, CA, 900 Exposition Blvd., Los Angeles, CA. 312 W. 5th Street and One Gateway Plaza (Metro Station), in Los Angeles, CA..

Except for the construction expenses advanced to affiliated corporations (see note 7), there were a total $404,646 of Related party transactions between the Company and affiliated corporations during 2021 and $846,585 during 2019 and $299,646 during 2020. The breakdown of these is as follows:

	2019	2020	2021
Trimana - Catered Income through company owned stores <A>	$846,585	$299,646	$404,908
Lease Commitments paid for affiliated Company shortfall <C>	0	-	-
Total Related Party Transactions	$846,585	$299,646	$404,908

<A>: An affiliate, Watt Elyad Corp, derives revenue from franchisee purchases, including cooked food, branded clothing and other branded products.

The company pays the health insurance of one of the officers. Total health insurance expense paid by the company for the officer during 2020 was $2,249.

NOTE 6 - DUE (TO) AFFILIATED CORPORATIONS

As of the balance sheet date, amounts (due to) affiliated Corporations outlined in Note 6 totaled ($8,537). These amounts are due to construction advances made by High Rise Goodies Restaurant Group, Inc. on behalf of the affiliated corporations and are to be repaid back to the affiliated companies by the Company.

NOTE 7 – SUBSEQUENT EVENTS & DATE OF MANAGEMENT REVIEW AND FINDING

Management evaluated events and transactions that occurred after the balance sheet date, December 31, 2019 to December 31, 2021, for potential recognition and disclosure through August 30, 2022 the date on which the financial statements were available to be issued.

Subsequent to the balance sheet date, the company applied and received approval for forgiveness of the second PPP loan with the Small Business Administration for an amount of $87,500.

Subsequent to the balance sheet date, the company is in close contacts with the landlords and is fairly confident that the landlord will workout the rent payments that we have missed since Covid hit. Subsequent to the balance sheet date, the company has entered into workout agreements for a number of locations with landlords.

Subsequent to the balance sheet date, two locations at 300 Continental Avenue and 300 Ocean Avenue closed.

NOTE 8 – PROMOTIONS, ADVERTISING & TRAINING FUND (PAT) TERMINATED 2018

The Company had established the Promotions Advertising & Training Fund called the PAT Fund. The company never collected any PAT Fund fees from franchisees. The PAT fund was previously funded through certain rebates the company received although the company did not contribute supplier rebates to the Pat fund and the Pat Fund did not collect any revenues in 2019 to 2021.

In 2018, the company terminated the Pat fund. The company plans to make any advertising expenditures that it decides on from the operating funds until such time that it may decide to reinstitute the Pat fund. If the company elects to reinstitute the Pat fund, the franchisees will be then be required to contribute money to the fund.

The Pat Fund sought to improve public recognition of the Company's franchised brands and products and services offered by branded restaurants. The Company can require franchisees to contribute to the PAT Fund. So far the Company did not require franchisees to do so but could require them to contribute in the future. Previously, the Company voluntarily funded the PAT Fund using supplier rebates, however under current practice, the Company retains supplier rebates (see Note 9) and no contributions were made to the PAT Fund. In the year ending December 31, 2021, no amounts were spent on PAT expenditures. At December 31, 2021, the Pat Fund had a deficit of ($194,571).

NOTE 9 – REBATE INCOME

Various suppliers provide rebates to the Company based on required purchases by franchisees from those suppliers. Rebate income from suppliers was $10,284 in 2021, $98,357 in 2020 plus $7,000 of landlord subsidy payments and $74,461 in 2019 plus $25,228 of Subsidy reimbursements and $16,000 of subsidy payments by landlord. Some landlords also make payments to the Franchisor. The Franchisor has the option, but not the obligation, to contribute a portion, some, all or none of these amounts to the Pat Fund. However under current practice, the Company retains supplier rebates and no contributions were made to the PAT Fund.

NOTE 10 – RESEARCH AND DEVELOPMENT COSTS

Management is trying new menu items such as Taco Limon, Pizza Benne, Pasta Benne, Rice Bowl. Research and Development costs were incurred for remodeling, alteration of displays and cooking areas in order to develop these brands for the future. Total research and development costs including amounts spent on R&D supplies totaled $0 in 2021, $14,518 in 2020 and $5,665 in 2019.

NOTE 11 – TAX YEARS SUBJECT TO EXAMINATION

The Company has adopted the income standard regarding the recognition and measurement of uncertain tax positions.

The company's policy is to classify interest and penalties associated with uncertain tax positions in our provision for income taxes. For the period of December 31, 2019 through December 31, 2021 the Company does not have and did not recognize accrued interest and penalties that are associated with our tax positions.

There is not a reasonable possibility that the total amount of unrecognized tax benefits as of December 31, 2021 will significantly change within the next year. The Company’s income tax returns remain open to examination by US. Federal and State tax authorities for 3 years or 4 years, respectively after the date that the returns are filed.

NOTE 12 – PENDING OR THREATENED LITIGATION:

The company incurred $16,757 of legal fees in 2021, $13,203 of legal fees in 2020 and $12,437 of legal fees in 2019. Most of the legal fees were for franchise related matters, however some were for business matters for which all matters were settled during the year resulting in no pending litigation as of the balance sheet date.

A summary of pending and threatened litigation and unasserted claims during 2021 and subsequent to the balance sheet date is as follows:

PENDING OR THREATENED LITIGATION

The company has no pending or threatened litigations.

UNASSERTED CLAIMS AND ASSESSMENTS

There have been differences with and there is an ongoing risk of disputes with existing franchisees, prospective franchisees and other companies with which the company transacts business in the regular and other course of business. In addition, there are risks of claims from the Company's operations generally, including, but not limited to, allegations of wage and hour violations, other labor law violations, claims that the Company is an employer of its franchisees and/or franchisee employees, wrongful termination of franchisees and other franchise law violations/allegations. Particularly in the current economic and litigious environment, there is an increased risk of disputes and claims by franchisees, their employees and others.

NOTE 13 – DATE OF MANAGEMENT REVIEW AND FINDING

Management evaluated events and transactions that occurred after the balance sheet date, December 31, 2019 to December 31, 20214, for potential recognition and disclosure through August 30, 2022, the date on which the financial statements were available to be issued.

NOTE 14 – PPP Loan

On 05/05/2020 the management applied for a Paycheck Protection Program (PPP) Loan and received funding in the amount of $62,500. This loan was forgiven on 07/01/2021. During 2021, the company received a second PPP loan in the amount of $87,500 which was subsequently forgiven by the SBA in 2022.

NOTE 15 – COVID 19 EPIDEMIC and DISRUPTION OF OPERATIONS

In light of the Coronavirus pandemic and its impacts on businesses, customers, personnel, suppliers and others, we believe there is a heightened risk to business operations in the current economic climate, including restaurant franchisors and thus including the Company, of customers, personnel, franchisees, suppliers and others being or claiming to be aggrieved, arising from illness, fear of illness, disruptions to operations, disruptions to employment relationships, disruptions to franchise relationships and related events, occurrences and perceptions impacting them. These risks are heightened in view of government officials and agencies ordering, directing and/or urging restaurants to close entirely to contain the pandemic or to severely reduce, restrict and/or limit their operations. Since March 2020 and up to the date of the issuance of the audit, some of the franchisee stores have been closed due to the Covid 19 Epidemic.

Management has evaluated the significance of the above conditions or events in relation to the entity's ability to meet its obligation and management plans to delay major capital intensive expansions or new store developments or remodeling projects. Management plans to negotiate with vendors, suppliers and landlords for further concessions throughout the year. Management does not believe that any additional funding at this point is needed due to its decision to not undertake any capital intensive projects.

NOTE 16 – GOING CONCERN

The Corona Virus Covid-19 Epidemic had closed almost all of the company and franchisee stores during the Covid epidemic from March 2020. A number of stores remain closed as of the date of issuance of the financial statements. Due to the closures of the stores, there have been no royalty income received and there is a risk that the company will be obligated to perform on its commitments and fixed expenses. As such, management believes these conditions **create substantial doubt about the Company's ability to continue as a going concern within the next twelve months after the date that the financial statements are issued**.

Management has evaluated the significance of the above conditions or events in relation to the entity's ability to meet its obligation and management plans to delay major capital intensive expansions or new store developments or remodeling projects. Management has engaged an on-line ordering platform to install for all Trimana locations to institute contactless On-line ordering and in-store contactless food pickup solution to ensure the health and safety of all of the employees and customers. Management believes that the online ordering platform will increase store sales revival post Covid-19 mandated closures. Management plans to negotiate with vendors, suppliers and landlords for further concessions throughout the year. Management does not believe that any additional funding at this point is needed due to its decision to not undertake any capital intensive projects.

Notice **this note includes a statement that substantial doubt is present.** Though managements' plans are disclosed, the probability of success is not provided.

HIGH RISE GOODIES RESTAURANT GROUP, INC.
SUPPLEMENTAL SCHEDULE OF REVENUES
DECEMBER 31, 2021, 2020 and 2019

	12/31/21	12/31/20	12/31/19
REVENUES			
Rebate Income (Note 9)	$10,284	$98,357	$74,461
Royalty Income (Note 1,5)	56,019	160,761	467,282
Franchise Fee Income (Note 1,5)	-	-	-
Franchise renewal	-		
Management Fee Income (Note 1)	8,387	68,441	232,067
Subsidy payment by the landlord	-	7,000	16,000
Subsudy reimbursement	-	-	25,228
Interest Income	57	10,150	26,222
Catering Income, Net of expense	-	-	1,827
Security Deposit Refund (Note 1)	0	2,785	2,458
Total Revenues	$74,747	$347,494	$845,545

HIGH RISE GOODIES RESTAURANT GROUP, INC.
SUPPLEMENTAL SCHEDULE OF OPERATING EXPENSES
DECEMBER 31, 2021, 2020 and 2019

	12/31/21	12/31/20	12/31/19
OPERATING EXPENSES:			
Automobile expense & parking	$228	$603	$63
Office Expenses	1,197	96	159
Office Food	820	27	
Bank service charges	69	399	95
Depreciation and Sec. 179 expens	732	427	0
Amortization Expense	4,942	7,349	3,146
Dues & Subscriptions	265	265	
Inspection fees	26,000	22,000	24,757
Officer's Health Insurance	2,249	2,107	2,143
Insurance	9,796	5,779	
Audit fees	7,500	9,500	8,740
Legal & professional fees	16,757	13,203	12,437
Consulting Fees	120	-	60,281
Licenses / Taxes	838	1,709	2,538
Mileage	9,019	6,906	17,075
Repairs &Maintenance	3,306	1,334	
Subsidy Reimbursment	-	-	24,827
Meals & Entertainment	449	88	
Miscellaneous Expense	-	42	6,218
Research & Development (Note 1	-	-	5,091
Supplies R&D	-	14,518	5,665
Lease Renewal Fee		5,000	
Transportation (Uber)		43	
Telephone	5,532	3,990	4,566
Lease termination fees			2,458
Answering service	-	-	218
Moving expense	-	-	4,585
Printing	-	-	367
Installations	-	-	3,600
Total Operating Expenses	$89,818	$95,386	$189,030

HIGH RISE GOODIES RESTAURANT GROUP, INC.
SUPPLEMENTAL SCHEDULE OF GENERAL & ADMINISTRATIVE EXPENSES
DECEMBER 31, 2021, 2020 and 2019

	12/31/21	12/31/20	12/31/19
GENERAL & ADMINISTRATIVE EXPENSES:			
Salaries - Officers	$300,000	$300,000	$300,000
Salaries & Wages	31,584	45,000	-
Office Supplies	893	2,311	906
Interest Expense	5	304	204
Finance Charge Expense	0	78	
Computer & Internet	3,229	2,120	680.00
PAT Fees	4,428	4,721	
Payroll tax expenses	30,635	28,101	24,075
Payroll tax refund	(4,021)	(336)	0
Pension plan expense (Note 4)	75,000	75,000	75,000
Charitable contributions	11,234	32,127	127,992
Donations = Political	0	1,340	
Total General & Administrative	$452,987	$490,766	$528,857

TRIMANA

GRILL . GOODIES . COFFEE

HIGH RISE GOODIES RESTAURANT GROUP, INC.
a California Corporation
1875 Century Park East
Los Angeles, CA 90067

CERTIFICATION OF COMPANY'S MANAGEMENT

We hereby certify that we have examined the accompanying financial statements and supplementary information of High Rise Goodies Restaurant Group, Inc. including the Supplemental Schedule of Revenues, Supplemental Schedule of Operating Expenses, and the Supplemental Schedule of General & Administrative Expenses, and to the best of our knowledge and belief, the same are a complete and accurate statements of financial position as of December 31, 2021, 2020 and 2019.

Bijan Ben Yadegar, President

1A 1/12/22
Date

EXHIBIT B

FRANCHISE AGREEMENT

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OF
HIGH RISE GOODIES RESTAURANT GROUP, INC.

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FRANCHISE AGREEMENT

This Franchise Agreement is made this _____day of _____, 20___ by and between High Rise Goodies Restaurant Group, Inc., a California corporation, whose principal place of business is at 1875 Century Park East, Suite G, Los Angeles, California 90067 ("Franchisor"), and _____, a(n) _____ whose address _____ ("Franchisee"), with reference to the following facts:

RECITALS

A. Franchisor created and owns a unique system (the "System") for developing and operating restaurants, featuring one or more of the following: specialty sandwiches, salads, salad bar, cold and hot pastas, soups, bakery goods, grilled items, Mexican-style food items, pizzas, juices, smoothies, coffee, drinks, soups, specialty convenience items and related items, prepared according to unique recipes ("Menu Items"). Franchisor has the right to use and license the use of the names and marks "TRIMANA," "TRIMANA EXPRESS," "TRIMANA FRESH MARKET," "GOT SOUP!", "SALAD GOT SOUP," "TACOLIMON," "PASTABENNE," "PIZZABENNE" and related words and symbols identifying these restaurants and their goods and services.

B. Franchisee wants to be granted a franchise to operate the following type of restaurant:

(check as applicable)

□ Trimana: featuring made to order sandwiches, salads, salad bar, cold and hot pastas, soups, bakery goods, grilled items, juices, smoothies, coffee, drinks, soups and specialty convenience items (or any combination of the foregoing);

□ Trimana Express: featuring pre-packaged foods, including, one or more of the following: sandwiches, salads, salad bar, pastas, soups, bakery goods, juices, smoothies, coffee, drinks, soups and specialty convenience items;

□ Trimana Fresh Market: featuring pre-packaged foods, including, one or more of the following: sandwiches, salads, salad bar, pastas, soups, bakery goods, juices, smoothies, coffee, drinks, soups and specialty convenience items;

□ Salad Got Soup: featuring a diverse menu of salads, homemade soups, freshly made wraps, flat bread pizza and other specialty items.

□ TacoLimon: featuring Mexican-style food items.

□ Got Soup!: featuring one or more of the following: soups, salads, sandwiches, salads, bakery goods and other specialty items as an add-on to another restaurant concept.

□ PastaBenne: featuring Italian-style food items as an add-on to another restaurant concept.

□ PizzaBenne featuring pizzas as an add-on to another restaurant concept.

C. □ If this box is checked, Franchisee wants a franchise on a Contract Management basis. This means Franchisor negotiated or will negotiate with a building or venue owner or landlord for the placement of a restaurant in that location, and Franchisee will operate the restaurant, pursuant to Franchisor's

agreement with the owner or landlord; and for this purpose, a "Contract Management Addendum" is attached to and modifies the terms of this Agreement.

D. Franchisor is willing to grant a franchise to Franchisee on the terms and conditions in this Agreement.

Accordingly, the parties agree as follows:

AGREEMENT

1. GRANT. Franchisor grants Franchisee the right to use one or more of the following marks "TRIMANA," "TRIMANA EXPRESS," "TRIMANA FRESH MARKET," "GOT SOUP!", "SALAD GOT SOUP," "TACOLIMON," "PASTABENNE," or "PIZZA BENNE" (as specified in Recital "B" above) and related names and trade and service marks and commercial symbols designated by Franchisor in writing from time to time (the "Franchisor Marks") and to use the System to operate one restaurant (the "Restaurant") featuring Menu Items and providing walk-up, carry-out, sit-down, delivery and catering services (the "Franchise"). This grant is subject to Franchisee's continued satisfaction of all conditions and performance of all obligations in this Agreement. Franchisor reserves the right to grant other franchises on terms that differ from and that may be less or more favorable to other franchisees than the terms in this Agreement.

2. LOCATION SELECTION.

2.1. LOCATION. The Restaurant shall be located at_____ (the "Restaurant Location").

2.2. SELECTION. If the Restaurant Location is not identified in Section 2.1 when this Agreement is signed, then within ninety (90) days after the date first set forth above, Franchisee shall enter into a lease for, or otherwise obtain lawful possession of, a location acceptable to Franchisor. This location shall be deemed to be the Restaurant Location as if originally set forth in Section 2.1. Notwithstanding any terms to the contrary in this Agreement, Franchisor shall have the right, but not the obligation, to search for an acceptable location for the Restaurant. If Franchisor exercises such right, Franchisee shall not contact any brokers, finders or prospective landlords while Franchisor is searching for a location. Franchisee shall have the right to approve any location selected by Franchisor, which approval shall not be unreasonably withheld. Franchisee shall provide Franchisor with written notice of approval or disapproval within ten (10) business days after Franchisor notifies Franchisee of the proposed location.

2.3. APPROVAL. Franchisee shall not enter into any lease for or otherwise obtain possession of a proposed Restaurant Location until after receiving Franchisor's written approval of the proposed Restaurant Location and the lease. Franchisee shall request such approval by providing Franchisor in writing, a description of the proposed Restaurant Location, a copy of the proposed lease, and evidence satisfactory to Franchisor confirming Franchisee's ability to obtain possession of the proposed Restaurant Location. Notwithstanding any terms to the contrary in this Agreement and regardless of whether Franchisor or Franchisee searches for the Restaurant Location, Franchisor shall have the right, but not the obligation, to enter into a lease with the landlord for the proposed Restaurant Location and then sublease the Restaurant Location to Franchisee pursuant to Franchisor's standard form sublease. If Franchisor does not enter into a lease with the landlord, then Franchisee shall execute, and shall cause the landlord to execute, Franchisor's standard form Conditional Lease Assignment Agreement.

2.4. NOTICE OF APPROVAL. Franchisor shall not unreasonably withhold approval of a proposed Restaurant Location or lease. Franchisor shall endeavor to provide Franchisee written notice of

approval or disapproval within fifteen (15) business days after receiving all the information required in Section 2.3.

2.5. CRITERIA FOR APPROVING LOCATION. In determining whether to approve or disapprove a proposed Restaurant Location, Franchisor may consider any or all of the following factors and any other factors Franchisor deems appropriate: (a) proximity to other Franchisor branded restaurants, to another franchisee's territory and to other businesses; (b) demographic characteristics; (c) traffic patterns; (d) parking; (e) predominant character of the neighborhood; (f) purchase or lease terms, including but not limited to those set forth in Section 2.6; (g) size and appearance of the premises; and (h) Franchisor's evaluation of the likelihood of success at the proposed Restaurant Location. Assistance, if any, provided by Franchisor, or Franchisor's encouragement to Franchisee or willingness to allow Franchisee to lease or sublease a location from Franchisor or from anyone else shall not be construed as any form of assurance by Franchisor with regard to suitability of the location or the lease or that Franchisee can or will be successful in any way or at any time at the proposed Restaurant Location.

2.6. CRITERIA FOR APPROVING LEASE. In determining whether to approve or disapprove a proposed lease, Franchisor may consider whatever factors Franchisor deems appropriate. Without limiting the generality of the provisions of the preceding sentence, it shall be reasonable for Franchisor to require, as conditions to approval, that the proposed lease contain any or all of the following provisions:

A. "Lessee shall have the right to place signs, displays and other promotional material at the leased premises in accordance with the requirements and specifications of Lessee's franchise."

B. "Lessee shall have the right to conduct a fast food restaurant and delivery business at the leased premises."

C. "Upon written request of High Rise Goodies Restaurant Group, Inc. ("Franchisor"), Lessor shall disclose to Franchisor all reports, information or data received by Lessor at any time regarding sales made in, upon or from the leased premises."

D. "Lessor shall notify Franchisor in writing, concurrently with notifying Lessee, of any default by Lessee under this Lease. Franchisor shall have the right, but not the obligation, to cure the default within 30 days after the later to occur of (a) Franchisor's receipt of Lessor's written notice of default or (b) the last day of Lessee's cure period, if any, under the Lease. If Franchisor cures the default, then upon Franchisor's written request, this Lease shall be deemed to have been assigned to Franchisor. Franchisor shall thereafter have all the Lessee's rights and obligations arising thereafter under this Lease. The assignment shall not, however, release Lessee from Lessee's obligations under this Lease."

E. "Lessor agrees that upon expiration (without renewal) or termination of the Franchise Agreement dated [insert date of Franchise Agreement] between Franchisor and Lessee, Franchisor shall have the right to receive an assignment of this Lease. If Franchisor does not exercise this right, Franchisor shall have the right to remove from the leased premises all signs and other items identifying the premises as a TRIMANA/TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, PASTABENNE, PIZZABENNE or TACOLIMON Restaurant (as applicable)."

F. "In the event of any conflict between the terms of these Sections [identify applicable section numbers] and the terms of any Conditional Lease Assignment Agreement executed by Lessor, Lessee and Franchisor, the terms of the Conditional Lease Assignment Agreement shall control."

G. "Sections [identify applicable preceding sections] are agreed to by both Lessor and Lessee, expressly for Franchisor's benefit."

2.7. LEASE OR SUBLEASE FROM FRANCHISOR. If Franchisor already owns or leases the proposed Restaurant Location, then on signing this Agreement, Franchisee shall enter into a lease or sublease (on Franchisor's standard form) with Franchisor for the Restaurant Location.

2.8. FAILURE TO OBTAIN LOCATION. Franchisee's failure to identify, obtain Franchisor's approval of, and obtain lawful possession of a Restaurant Location, all within the time period in Section 2.2, shall be grounds for Franchisor to terminate this Agreement. In the event of such termination, Franchisor shall refund the initial franchise fee paid by Franchisee to Franchisor pursuant to Section 7.1, less ten thousand dollars ($10,000) which shall be retained by Franchisor as liquidated damages for Franchisor's services and lost opportunities in connection with this Agreement. The parties acknowledge and agree that this liquidated damages amount is a reasonable estimate of damages Franchisor would suffer, and that the exact amount of damages would be difficult or impossible to determine.

2.9. RESTAURANT DEVELOPMENT.

A. Franchisor shall provide Franchisee, in the Operations Manual or elsewhere, sample layout plans for the interior of a TRIMANA/TRIMANA EXPRESS/TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurant, as applicable. Promptly after obtaining possession of the Restaurant Location, Franchisee shall, at Franchise's expense, cause to be prepared and submit for Franchisor's approval a site survey and any proposed modifications to Franchisor's standard plans and specifications for a Restaurant. Franchisee shall propose only those modifications needed to comply with applicable ordinances, building codes and permit requirements in developing a Restaurant at the Restaurant Location. Franchisee shall not start construction of the Restaurant until final plans and specifications have been approved in writing by Franchisor. Franchisee shall not modify any plans and specifications approved by Franchisor without first obtaining Franchisor's written consent to the modification.

B. Franchisee shall be responsible to obtain all required zoning changes and variances; building, utility, health, sanitation, and all other permits and licenses needed to lawfully develop and operate the Restaurant at the Restaurant Location.

C. Franchisee shall purchase all equipment, fixtures, furniture and signs required by this Agreement and the Operating Manual to operate the Restaurant. Franchisee may not lease such equipment, fixtures, furniture and signs unless Franchisee obtains Franchisor's prior written consent, which consent may be granted or withheld by Franchisor in its sole and absolute discretion. Franchisee shall complete all construction, remodeling, equipping, fixturization, furnishing, and decoration of the Restaurant in compliance with plans and specifications approved by Franchisor and with all applicable ordinances, building codes and permit requirements. Franchisee shall grant to Franchisor a security interest in such equipment, fixtures, furniture and signs and other personal property as security for the performance of Franchisee's obligations under this Agreement and all other agreements between Franchisor and Franchisee, which security interest shall be in the form of Franchisor's standard form security agreement.

D. Notwithstanding any terms to the contrary in this Agreement and regardless of whether Franchisee subleases the Restaurant Location from Franchisor or leases the Restaurant Location from a third party, Franchisor may, at its option, elect to construct the Restaurant improvements. If Franchisor exercises this option, Franchisee shall pay to Franchisor, on terms required by Franchisor, the amount charged by Franchisor for the construction of such improvements (which amount shall include a

profit margin for Franchisor). Prior to the commencement of construction, Franchisee shall have the right to approve Franchisor's estimated costs of construction, which approval shall not be unreasonably withheld or delayed.

2.10. COMMENCEMENT OF OPERATIONS. Franchisee shall complete development of the Restaurant, obtain all necessary permits and licenses, hire and train all personnel, and complete all other steps needed to lawfully commence operation, and shall commence operation of the Restaurant, all within two hundred ten (210) days after the date of this Agreement if a Restaurant Location is agreed upon when this Agreement is executed, and within two hundred seventy (270) days after the date of this Agreement if a Restaurant Location was not yet agreed upon when this Agreement was executed. Upon Franchisee's reasonable written request, Franchisor shall have the right, but not the obligation, to modify this deadline. Such modification shall not be effective unless given in writing.

3. RELOCATION.

3.1. PROHIBITION. Franchisee shall operate the Restaurant only at the location designated in Sections 2.1 or 2.2, as applicable. Franchisee shall not attempt to operate elsewhere or relocate the Restaurant without Franchisor's prior written consent.

3.2. CONSENT. In determining whether to consent to a proposed relocation of the Restaurant, Franchisor shall have the right to consider any or all of the criteria in Section 2 as well as Franchisee's compliance with this Agreement, and such other circumstances as Franchisor deems appropriate.

3.3. RELOCATION. Any relocation of the Restaurant shall be to a new Restaurant Location in the Limited Exclusive Area, or if no Limited Exclusive Area is granted by this Agreement, in the general vicinity of the Restaurant. Such new Restaurant Location shall be determined in accordance with the procedures in Sections 2.2 - 2.6. Relocation shall be at Franchisee's sole expense. Franchisee shall reimburse all expenses incurred by Franchisor in connection with such relocation, including but not limited to a reasonable amount for Franchisor's overhead. Relocation shall not change the duration or any other terms of this Agreement.

4. LIMITED EXCLUSIVE AREA.

4.1. EXCLUSIVITY. While Franchisee fully complies with this Agreement, Franchisor shall not grant a franchise for, or itself develop any other restaurant of the type operated by Franchisee in the following geographic area (the "Limited Exclusive Area"): _____ _____ _____.

4.2. RESERVATION. Franchisor grants Franchisee no territorial right other than as expressed in Section 4.1 of this Agreement. By way of illustration and not limitation, Franchisor reserves the right to grant any number of other franchises without territorial restriction; and to establish any number of its own restaurants and to grant any number of franchises to others to use the System and Franchisor Marks at any location outside the Limited Exclusive Area, regardless of proximity to the boundaries of the Limited Exclusive Area (if any), and to establish company owned locations and grant franchises to others to operate restaurants under marks different than those authorized by Franchisee under this Agreement even within the Limited Exclusive Area. Within and outside the Limited Exclusive Area, Franchisor reserves the right, under the Franchisor Marks or other trade or service marks, to offer and sell, at wholesale, retail or otherwise, and to manufacture, distribute and license the manufacture and distribution of Menu Items and

other goods regardless of whether they are or are not part of the System. Additionally, Franchisor reserves the rights to sell, market and, distribute and solicit and to arrange for others to sell, market, distribute and solicit sales of pre-packaged products identified by the Franchisor Marks or by any other brand names, whether or not such brands are authorized for use by Franchisee, as well as other products or services under the Franchisor Marks and other trademarks and service marks through different distribution channels, such as super markets, wholesale markets and convenience stores, as well as via the Internet, telemarketing, catalog sales, or other direct marketing sales even within Franchisee's Limited Exclusive Area. Franchisor shall have no obligation to compensate Franchisee for accepting or soliciting orders or selling products within the Limited Exclusive Area (if any). Nothing in this Agreement shall prevent Franchisor, Franchisor's affiliates or other franchisees from conducting catering and delivery services or soliciting customers in the Limited Exclusive Area (if any). Franchisee acknowledges that any limited exclusivity granted hereunder shall not include any marketing exclusivity. Franchisor, Franchisor's affiliates and other franchisees may advertise anywhere, even in the Limited Exclusive Area.

4.3. RESTRICTIONS ON DISTRIBUTION METHODS. Franchisee shall sell only to end user customers who are physically present at the Restaurant. Franchisee may also deliver to customers located within the building and elsewhere, if not objectionable to the building owner or landlord and not in violation of applicable law. Franchisee shall not engage in resale of any product or supply at wholesale, retail or otherwise without Franchisor's express written consent. Franchisee shall not use any other channels of distribution, such as Internet, catalog sales, telemarketing or otherwise to conduct sales.

5. TERM AND EARLY TERMINATION.

5.1. TERM. Unless terminated sooner pursuant to Section 5.2, the term of this Agreement shall begin upon the date first stated above, and shall last until the _____ (_____) anniversary of such date.

5.2. EARLY TERMINATION. Notwithstanding any terms to the contrary in this Agreement (but subject to the terms of Section 19.6 of this Agreement), this Agreement shall terminate on the soonest to occur of (i) the expiration of the term of this Agreement, (ii) at Franchisor's election, the date Franchisee's lease or sublease for the Restaurant Location terminates, unless a new location in the Limited Exclusive Area (or if no exclusivity is granted, in the general vicinity of the Restaurant) reasonably satisfactory to Franchisor and Franchisee is leased prior to termination of the lease or sublease, (iii) the date this Agreement is terminated as provided in Section 18 of this Agreement, or (iv) if Franchisee is succeeding to the interests of another franchisee by means of sale or assignment by that franchisee, on the date of expiration of the assigning franchisee's Franchise Agreement.

6. RENEWAL.

6.1. DURATION AND FEE. If Franchisee fully complies with this Agreement, and is in full compliance when this Agreement expires, then upon expiration and payment to Franchisor of the renewal fee, Franchisee shall have the right once to renew the Franchise for ten (10) additional years. The renewal fee shall equal the greater of the initial franchise fee payable pursuant to Section 7.1 of this Agreement or Franchisor's then current initial franchise fee applicable to new franchisees.

6.2. RENEWAL CONDITIONS. Without limiting any other provision in this Section 6, Franchisor shall have the right to require, as conditions to renewal, that prior to renewal Franchisee (a) upgrade and remodel the Restaurant exterior and interior to Franchisor's then current standards; (b) satisfy Franchisor that Franchisee has the right to maintain possession of the Restaurant Location or a Restaurant Location acceptable to Franchisor in the Limited Exclusive Area (if any), for the duration of the renewal term; (c) has timely satisfied all obligations to Franchisor and Franchisor's subsidiaries and affiliates; (d) has

complied with the Operations Manual and all other agreements then existing between Franchisor and Franchisee, and (e) complies with Franchisor's then current qualification and training requirements.

6.3. NOTICE OF RENEWAL. If Franchisee desires to renew the franchise, then at least one hundred eighty (180) days and no more than one year before the initial term expires, Franchisee shall so notify Franchisor in writing.

6.4. DEFICIENCIES. Approximately ninety (90) days after receiving a timely written notice from Franchisee of Franchisee's desire to renew, or as soon thereafter as is practicable, Franchisor shall notify Franchisee in writing of (a) deficiencies known to Franchisor that may cause Franchisor to decline to renew the franchise; (b) a schedule for correction by Franchisee if Franchisor believes correction is possible; (c) Franchisor's then current requirements for appearance, furnishing, equipping and stocking of a TRIMANA/TRIMANA EXPRESS/TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurant, as applicable; and (d) a schedule for upgrading and remodeling to bring the Restaurant in compliance with such requirements.

6.5. CORRECTION OF DEFICIENCIES. Renewal of the Franchise shall also be conditioned on Franchisee's timely correction of the deficiencies and timely upgrading and remodeling, pursuant to the notice described in Section 6.4.

6.6. RENEWAL AGREEMENTS. After determining that Franchisee has satisfied all conditions precedent to renewal, Franchisor shall deliver Franchisor's standard franchise agreement and ancillary instruments then used by Franchisor to grant franchises, with modifications to reflect that these are for a renewal Franchise. The modifications shall include, without limitation, deletion of any initial franchise fee, modification of the term, if necessary, to equal the renewal term provided for in Section 6.1, and deletion of any provision for further renewal. The ancillary instruments shall include, without limitation, general releases of all claims against Franchisor and Franchisor's officers, directors, employees and agents. Franchisee acknowledges that the terms of Franchisor's then standard franchise agreement may differ substantially from this Agreement, including, without limitation, additional and different royalties, advertising contributions and other charges.

6.7. EXECUTION OF RENEWAL AGREEMENTS. Subject to waiting period requirements of applicable law, Franchisee shall within thirty (30) days after delivery, execute and return to Franchisor all instruments referred to in Section 6.6, together with the renewal fee described above.

6.8. NON-RENEWAL. Franchisee's failure to timely (a) satisfy any condition to renewal, (b) execute and deliver a notice of intent to renew, (c) execute and deliver all instruments identified above; or (d) pay the renewal fee, shall constitute an election by Franchisee not to renew the Franchise.

6.9. NO RENEWAL BY IMPLICATION. Performance after the term, if any occurs, shall not impliedly renew this Agreement. If the parties continue to perform after expiration of the term of this Agreement, but without having renewed this Agreement in the manner provided above, such performance shall constitute renewal on a month-to-month basis only. In such event, either party may terminate this Agreement upon thirty (30) days' written notice to the other, or such longer period as required by applicable law.

7. FEES.

7.1. FRANCHISE FEE. Upon execution of this Agreement, Franchisee shall pay to Franchisor an initial franchise fee of _____ dollars ($_____). This fee shall be deemed to be fully earned by Franchisor upon execution of this Agreement, and is not refundable, except as expressly provided in this Agreement.

7.2. ROYALTY.

A. Franchisee shall pay Franchisor, without offset, credit or deduction, a weekly royalty equal to the greater of $_____ (the "Base Amount") or six percent (6%) of "Gross Receipts" (as defined below) during the prior week. On each anniversary of the date of this Agreement, the Base Amount shall be increased by the percentage increase in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor (all Urban Consumers) for the Los Angeles/Long Beach/Anaheim Metropolitan Area (the "CPI") during the twelve (12) month period immediately preceding the date of such adjustment. If there is a decline in the CPI, under no circumstances shall there be a decrease in the Base Amount. If the Bureau of Labor Statistics ceases to publish the CPI, then the successor or most nearly comparable index, as determined by Franchisor, shall be used, subject to such adjustments as Franchisor may deem appropriate.

B. By each Wednesday, Franchisee shall deliver to Franchisor the royalty due for the seven-day period ending with the close of business the preceding Sunday. Accompanying this payment shall be a completed statement of Gross Receipts, on a form approved by Franchisor, for such week. Franchisee shall sign a certification that the statement is true and correct.

C. The phrase "Gross Receipts" shall mean all amounts received on account of sales by the Restaurant, whether cash or credit, for food, beverages, catering and any other goods or services, whether or not consumed, sold or performed at or from the Restaurant, and whether or not identified by the Franchisor Marks. Gross Receipts shall include, without limitation, all amounts received from vending and similar machines. Gross Receipts shall not include refunds to customers, or sales, use or service taxes collected and paid to the appropriate taxing authority.

7.3. LATE PAYMENTS. Royalties, advertising fees, amounts due for purchases by Franchisee from Franchisor and its affiliates, and all other amounts Franchisee at any time owes to Franchisor or its affiliates shall bear interest after their due date at the highest rate allowed by law for open account business credit, not to exceed one-and-one-half percent (1-1/2%) per month. Franchisor shall also have the right to collect a $100 processing fee per late payment. This Section 7.3 shall not constitute a waiver of the breach resulting from failure to make timely payments, an agreement to accept late payments, or an agreement to provide credit or financing.

7.4 APPROVED VENDOR VIOLATION. Franchisee's failure to purchase products from Franchisor's approved vendors shall entitle Franchisor to asses a fee of Two Hundred Fifty Dollars ($250) against Franchisee per each such violation regardless of whether the violation is the same as a prior violation for which the fee was paid, or similar or other act, conduct or omission. The $250 fee is neither a penalty nor liquidated damages but a fee on account of Franchisor's efforts to secure compliance with this Agreement. Franchisor's assessment of any such fee shall not constitute a waiver of the violation or of Franchisor's other rights and remedies in this Agreement, all of which shall be reserved.

7.5 APPLICATION. Franchisor shall have the right to apply any payment made by Franchisee to any past due indebtedness of Franchisee for royalties, advertising fees, purchases from Franchisor or its affiliates, interest or any other indebtedness, or any combination of some or all of these, regardless of the designation by Franchisee.

8. TRAINING AND ASSISTANCE.

8.1. SCOPE OF TRAINING. Franchisor shall train Franchisee in aspects of the operation of a TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurant (as applicable), that Franchisor deems appropriate. Training may include, without limitation, instruction in the development and operation of the Restaurant, financial controls, bookkeeping procedures, service and operational techniques, food preparation procedures, sanitation and maintenance procedures, marketing and advertising.

8.2. TRAINEES. Franchisor shall make training available to Franchisee. Franchisee shall successfully complete training to Franchisor's satisfaction before commencement of operations of the Restaurant. If Franchisee is not an individual, the entity's Manager (defined in Section 12.13) shall successfully complete such training. Franchisor shall have the right, but not the obligation, to waive the initial training requirement if (i) Franchisee or any affiliate of Franchisee already owns or operates a Restaurant as of the date of this Agreement; or (ii) this Agreement is executed as a Renewal Franchise Agreement.

8.3. DURATION AND LOCATION. Training shall last for such period of time as Franchisor deems appropriate. Franchisee acknowledges that at the time of execution of this Agreement, Franchisor anticipates that training will last for approximately eight (8) to twelve (12) weeks, depending on Franchisee's progress, as Franchisor determines. Training shall occur at Franchisor's headquarters or such other place or places as Franchisor designates. If Franchisor determines, in Franchisor's sole discretion, that Franchisee has qualifying prior restaurant experience, Franchisor may, in its sole discretion, reduce the training period upon written request of the Franchisee. Such written request from the Franchisee shall be deemed an acknowledgment that he or she has received all training necessary to operate the franchise business.

8.4. EXPENSES. All expenses incurred by Franchisee in connection with training, including but not limited to travel, food, lodging and salaries shall be solely Franchisee's responsibility. As part of training, Franchisor may require trainees to assist in operations of TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurants or other restaurants owned or operated by Franchisor or others. Trainees shall not be entitled to compensation from Franchisor for this, or any aspect of training.

8.5. FAILURE TO COMPLETE TRAINING. If Franchisee fails to complete training, or if Franchisor determines in its sole discretion that Franchisee is unable to satisfactorily complete training, then Franchisor shall have the right to terminate this Agreement. Promptly after such termination, Franchisor shall refund to Franchisee the initial franchise fee paid by Franchisee to Franchisor pursuant to Section 7.1, less $10,000 which shall be retained by Franchisor as liquidated damages for Franchisor's services and lost opportunities in connection with this Agreement. Upon returning this amount, Franchisor shall be deemed automatically to be fully and forever released from any claims and causes of action Franchisee may have or claim against Franchisor. In determining whether Franchisee is able to complete training, Franchisor will consider, among other things, Franchisee's apparent ability and willingness to supervise employees, to comprehend and abide by the Operations Manual and/or to cooperate with Franchisor, employees, customers, suppliers and others.

8.6. EMPLOYEE TRAINING. Each of Franchisee's employees shall complete a training program as prescribed by Franchisor. This training shall be conducted by Franchisee. In addition, Franchisee shall assure, at the time of hiring, that each employee is sufficiently trained for all tasks the employee may perform. If Franchisee requests, and Franchisor agrees to assist in providing any training to Franchisee's managers, then Franchisee shall pay Franchisor's then standard rates for such assistance.

8.7. OPENING ASSISTANCE. For approximately three (3) business days during the first (1st) month of operation of the Restaurant, Franchisor shall provide at the Restaurant Location and at no additional charge, a representative to assist in opening and establishing standard procedures for operating the Restaurant. If Franchisee requests and Franchisor agrees to provide additional assistance in opening the Restaurant, then Franchisee shall reimburse Franchisor's expenses for such assistance, including but not limited to costs of salary, travel, food and lodging and a reasonable amount for overhead.

8.8. ADDITIONAL AND REFRESHER TRAINING. Franchisor may from time to time require that Franchisee (if Franchisee is an individual) or Franchisee's Manager attend and successfully complete refresher or additional training as prescribed by Franchisor at locations that Franchisor designates, and at Franchisee's expense. While Franchisee is in full compliance with this Agreement, Franchisor shall not require attendance of Franchisee (if Franchisee is an individual) or Franchisee's Manager at more than three (3) such programs in any calendar year and no such program shall exceed four (4) business days in duration. Franchisee shall be required to pay for such refresher or additional training in an amount not to exceed $500 per day.

9. MARKS.

9.1. OWNERSHIP AND USE. Franchisee acknowledges and agrees that (a) as between Franchisee and Franchisor, Franchisor owns all right, title, interest and goodwill in and to the Franchisor Marks; (b) Franchisee's right to use the Franchisor Marks comes solely from this Agreement and is limited to use in compliance with this Agreement; (c) all use of the Franchisor Marks by Franchisee and any goodwill resulting from such use shall inure to Franchisor's exclusive benefit; and that (d) this Agreement does not confer any goodwill or other interest in the Franchisor Marks upon Franchisee. Franchisee shall not during or after the term of this Agreement, contest the validity or ownership of any of the Franchisor Marks or assist any other person or entity in doing so.

9.2. PROPER USE. Franchisee shall use the Franchisor Marks in compliance with all specifications and procedures prescribed by Franchisor from time to time. Franchisee shall give such notices of trademark and service mark ownership and registrations as Franchisor specifies.

9.3. RESTRICTIONS ON USE. Franchisee shall not use any of the Franchisor Marks (a) with any prefix, suffix or other modifying words, terms, designs, or symbols; (b) in any modified form or in any form that has not been specified or approved in advance by Franchisor; (c) in selling any product or service not authorized for the Restaurant; (d) in any manner not expressly authorized in writing by Franchisor; or (e) as part of any corporate, partnership, company or other trade name.

9.4. UNAUTHORIZED USER. Unauthorized use of any of the Franchisor Marks by Franchisee shall constitute infringement of Franchisor's rights in the Franchisor Marks and a material breach of this Agreement.

9.5. ADDITIONAL MARKS. Provisions of this Agreement that apply to the Franchisor Marks shall apply to each such mark regardless of whether it exists or is first created or authorized for use by Franchisee at or after the date of this Agreement.

9.6. CLAIMS. Franchisee shall immediately notify Franchisor of any apparent or anticipated infringement of or challenge to Franchisee's use of the Franchisor Marks, or any claim by any person or entity of any rights in the Franchisor Marks. Franchisee shall not communicate with any person other than Franchisor or Franchisor's counsel in connection with any such infringement, challenge or claim.

9.7. DEFENSE. Franchisor shall have the sole discretion to take action that Franchisor deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office or other proceeding, arising out of any infringement, challenge or claim or otherwise relating to any of the Franchisor Marks. Franchisor shall have the exclusive right to defend and settle any such claim using counsel selected by Franchisor. Franchisee shall execute any and all instruments and documents, provide such assistance and do all acts and things that may, in the opinion of Franchisor, be necessary or advisable to protect and maintain Franchisor's interests in any litigation or Patent and Trademark Office or other proceeding or to otherwise protect and maintain Franchisor's interests in the Franchisor Marks.

9.8. DISCONTINUING USE OF MARKS. Franchisee acknowledges that Franchisor may, in Franchisor's sole discretion, determine that it is advisable for Franchisee, Franchisor or both, to modify or discontinue use of any or all of the Franchisor Marks, use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, or any combination of these actions. Franchisee shall promptly comply with any written direction by Franchisor to do so. Franchisor shall have no liability or obligation to compensate Franchisee for any loss suffered, or cost incurred in connection with any such direction, Franchisee's compliance with such direction, or both.

9.9. INDEMNIFICATION.

A. Subject to the conditions precedent in Section 9.9(B), Franchisor shall indemnify Franchisee against and reimburse Franchisee for damages for which Franchisee is held liable for Franchisee's use of the Franchisor Marks pursuant to and in compliance with this Agreement and for reasonable costs expended by Franchisee in defending against such a claim in a proceeding in which Franchisee is named as a party.

B. Franchisor's obligation to indemnify Franchisee pursuant to Section 9.9(A) shall be subject to the conditions precedent that Franchisee (i) has timely notified Franchisor of the claim or proceeding; and (ii) has fully complied with this Agreement, including without limitation, the provisions of Section 9.6.

10. CONFIDENTIAL RECIPE AND OPERATIONS MANUAL.

10.1. LOAN. Franchisor shall provide electronic access and/or lend to Franchisee during the term of this Agreement, one copy of Franchisor's Recipe Manual for the Restaurant ("Recipe Manual") and one copy of Franchisor's confidential operations manual (the "Operations Manual"). The Operations Manual (which may also include the Recipe Manual), shall contain mandatory specifications, standards and operating procedures prescribed from time to time by Franchisor for Restaurants in the System and other information relating to operations of the Restaurant and obligations of Franchisee. The Operations Manual may also contain recommended specifications, standards and operating procedures. Franchisee shall abide by all requirements in the manuals as well as all policy statements and operations memoranda issued by Franchisor to Franchisee, from time to time.

10.2. MODIFICATION. Franchisor shall have the right to modify the Recipe Manual and Operations Manual from time to time to reflect changes in image, decor, design, methods, uniforms, standards, specifications, procedures, menus, recipes, food products and beverages and any other aspect of the Restaurant. Franchisee shall keep Franchisee's copy of the Recipe Manual and Operations Manual

current. In any dispute about the contents of the Recipe Manual or Operations Manual, the master copy maintained by Franchisor at its principal office shall be controlling.

10.3. LOCATION AND OWNERSHIP. Franchisee shall keep the Recipe Manual and Operations Manual at the Restaurant Location at all times. The manuals shall remain solely Franchisor's property. Franchisee shall return the loaned copy of the manuals to Franchisor immediately upon expiration or termination of this Agreement. If Franchisee's loaned copy of the Recipe Manual or Operations Manual is lost or destroyed, Franchisee shall be obligated to pay Franchisor $2,500 for an additional copy.

10.4 COMPLIANCE. Franchisee acknowledges that its compliance with the Recipe Manual and Operations Manual is vitally important to Franchisor and other System franchisees and is necessary to protect Franchisor's reputation and the goodwill of the Franchisor Marks and to maintain the uniform quality of operation through the System. However, while the Recipe Manual and Operations Manual are designed to protect Franchisor's reputation and the goodwill of the Franchisor Marks, it is not designed to control the day-to-day operation of the Restaurant.

11. CONFIDENTIAL INFORMATION.

11.1. SCOPE. Franchisor possesses confidential information consisting of methods for developing and operating fast-food restaurants featuring Menu Items; contents of and methods for training new franchisees; knowledge of test programs, concepts or results relating to new products, services, operating methods, advertising programs, sources of goods and services, marketing techniques, and other methods, techniques, formulas, formats, specifications and procedures for operating TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE and PIZZABENNE Restaurants. All the foregoing are known as the "Trade Secrets."

11.2. SOURCE OF KNOWLEDGE. Franchisor shall disclose certain Trade Secrets to Franchisee in lending Franchisee the Operations Manual and in providing standard plans for the Restaurant, guidance and assistance, training, and in performing other obligations and exercising rights under this Agreement. Franchisee acknowledges that Franchisee's knowledge of all material aspects of the Restaurant will come from Trade Secrets that Franchisor will disclose to Franchisee. Franchisee acknowledges that the Trade Secrets are proprietary, confidential information of Franchisor, having economic value to Franchisor, in part because they are not known to the public, competitors or others.

11.3. INTEREST. Franchisee shall acquire no interest in the Trade Secrets, other than the right to use them in developing and operating the Restaurant during the term of this Agreement.

11.4. CONFIDENTIALITY. Franchisee shall maintain absolute confidentiality of the Trade Secrets during and after the term of this Agreement. Franchisee shall not use any Trade Secrets in any other business or venture and shall not use the Trade Secrets in any manner not specifically authorized or approved in writing by Franchisor.

11.5. COPIES. Franchisee shall not make any unauthorized copy of any Trade Secrets disclosed in writing (including but not limited to written plans, the Recipe Manual, Operations Manual, bulletins or memos from Franchisor), or Trade Secrets disclosed other than in writing and put in writing.

11.6. PROCEDURES. Franchisee shall implement reasonable procedures and all procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including but not limited to restrictions on disclosure to employees of Franchisee and use of confidentiality and noncompetition clauses prescribed by Franchisor in agreements with employees, shareholders, directors,

officers, members and partners of Franchisee. Franchisee shall divulge the Trade Secrets only to personnel who must know them to do their jobs, and shall divulge only such portions that such personnel need to know.

11.7. PUBLIC INFORMATION. The restrictions in this Section 11 on Franchisee's use and disclosure of Trade Secrets shall not apply to information that is or becomes generally known and used by other similar restaurants, other than through disclosure (whether deliberate or not) by Franchisee.

11.8. OTHER BUSINESSES.

A. The phrase "Covered Person" shall include Franchisee and, collectively and individually (i) if Franchisee is a corporation or limited liability company, all directors, officers and managers of Franchisee, and all holders of any direct or indirect beneficial interest constituting five percent (5%) or more of the equity interest in Franchisee, or in any corporation, limited liability company, partnership or other entity affiliated with or directly or indirectly controlling Franchisee, (ii) if Franchisee is a partnership, the general partners of Franchisee, and all limited partners holding any direct or indirect beneficial interest constituting five percent (5%) or more of the equity interest in Franchisee, and the directors, officers, managers, shareholders, members and partners of any such general or limited partner, if such general or limited partner is a corporation, limited liability company, partnership or other entity, and (iii) the spouses of, and each relative living in the same household as, each person described in clauses (i) and (ii) above.

B. The phrase "Competitive Business" means (i) any restaurant or similar business specializing in dispensing, promoting or selling breakfast foods, lunch foods, snacks, salads, soups, juices, smoothies, coffee, drinks or other prepared and/or pre-packaged food products (or any combination thereof), or any other business that offers or sells prepared food products or services the same as or similar to those sold in the System, or (ii) any entity which is granting franchises or licenses to others to operate restaurants or similar businesses specializing in dispensing, promoting or selling breakfast foods, lunch foods, snacks, salads, soups, juices, smoothies, coffee, drinks or other prepared food products (or any combination thereof), or any other business that offers or sells prepared food products or services the same as or similar to those sold in the System.

C. Franchisee acknowledges that Franchisor could not protect the Trade Secrets against unauthorized use or disclosure, could not readily assure compliance with this Section 11, and could not achieve a free exchange of ideas and information among franchisees if Franchisee or any Covered Person held interests in any Competitive Business.

D. Franchisee acknowledges that Franchisor enters into this Agreement in consideration of, and in reliance upon Franchisee's agreement to deal exclusively with Franchisor and to cause all Covered Persons to deal exclusively with Franchisor. Accordingly, during the term of this Agreement, neither Franchisee nor any Covered Person shall have any interest as an owner, investor, partner, lender, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business. For two years after this Agreement expires without renewal or terminates, neither Franchisee nor any Covered Person shall have any interest as an owner, investor, partner, lender, director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business located within five miles of the Restaurant or within five miles of any other restaurant in the System, whether TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE. Franchisee shall take all steps necessary to assure compliance with this provision by all Covered Persons. Violation of this Section 11.8 by any Covered Person shall, at Franchisor's election, constitute a material breach of this Agreement by Franchisee.

E. The restrictions in this Section 11.8 shall not apply to ownership of (i) securities listed on a stock exchange or traded on the over the counter market that represent five percent (5%) or less of the number of shares of the class of securities issued and outstanding; (ii) other TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurants operating pursuant to franchise agreements with Franchisor; or (iii) the following preexisting restaurant owned or operated by Franchisee as of the date of this Agreement: _____ (restaurant name and address), provided that Franchisee shall not use in such restaurant any of the System, including but not limited to the Recipe Manual, Operations Manual, Trade Secrets or the Franchisor Marks.

F. Each of the covenants in this Section 11.8 and each portion thereof, shall be construed as independent of any other covenant or provision. If all or any portion of a covenant is unenforceable due to its scope in terms of geography, duration, or activity covered or otherwise, but could be enforced if reduced in scope, then the parties agree to be bound by any lesser covenant subsumed within the terms of such covenant imposing the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 11.8.

G. Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 11.8, or any portion thereof, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall be bound by the reduced scope.

H. Franchisee shall cause all of Franchisee's employees, whether full time or part time, to sign a confidentiality and noncompetition agreement in a form satisfactory to Franchisor, before starting employment with Franchisee. If Franchisee is a corporation, partnership or limited liability company, then Franchisee shall cause each owner of 5% or more of the equity interest in Franchisee, each general partner, each member, and each director and officer, as applicable, to sign such a confidentiality and noncompetition agreement within 10 days after the parties sign this Agreement. Franchisee shall cause each individual who becomes a shareholder, partner, member, director or officer, within 10 days after assuming such status, to sign the confidentiality and noncompetition agreement. Franchisee shall deliver to Franchisor copies of all such signed agreements within 3 days after each is signed.

11.9. INTERFERENCE. Franchisee shall not, directly or indirectly, or with any person or entity divert or attempt to divert any business or customer of the Restaurant to any competitor, whether by direct or indirect inducement or otherwise.

11.10. AUTHORIZATION TO RELEASE INFORMATION AND USE IMAGES, CUSTOMER DATA. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect the authorization) (i) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Restaurant which Franchisor may request; (ii) Franchisor to disclose to prospective franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable; (iii) Franchisor to photograph and film Franchisee, its employees, the public and all areas of the Restaurant, without further authorization from, or compensation to, Franchisee and to use the images for marketing and promotion of the Restaurant, other System restaurants and franchises for System restaurant locations; and (iv) Franchisor to disclose to third parties, including but not limited to Franchisee's landlord or bank, information about Franchisee relating to Franchisee's obligations or performance under this Agreement if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable. All data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to customer information) shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data

in any manner that it deems appropriate without compensation to Franchisee. Franchisee shall provide copies and/or originals of such data to Franchisor on Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the Restaurant franchised under this Agreement.

12. STANDARDS OF QUALITY AND PERFORMANCE.

12.1. OPERATION. Franchisee shall operate the Restaurant in full compliance with the Operations Manual and Recipe Manual. Franchisee shall use it best efforts to maintain customer satisfaction and good relations with Franchisee's landlord.

12.2. USE OF PREMISES. Franchisee shall not use the Restaurant Location or allow the Restaurant Location to be used for any purpose additional to or other than operating the Restaurant. Franchisee shall maintain the condition and appearance of the Restaurant in accordance with the standards prescribed by Franchisor, and consistent with the image of an attractive, pleasant and comfortable restaurant conducive to quality dining by customers.

12.3. MAINTENANCE AND UPGRADING.

A. Franchisee shall effect reasonable maintenance of the Restaurant as required from time to time to maintain and improve its appearance and efficient operation. Such maintenance shall include, without limitation, continuous and thorough cleaning and sanitation of the interior and exterior of the Restaurant; replacing worn out or obsolete improvements, fixtures, furnishings, equipment and signs; periodic repainting and redecorating; and maintenance of equipment at peak performance.

B. Franchisee shall upgrade and/or remodel the Restaurant at reasonable intervals determined by Franchisor, to reflect changes in the image, design, format or operation introduced by Franchisor and required of new franchisees. However, this obligation of Franchisee shall be subject to the condition that Franchisee shall have a reasonable time remaining under this Agreement to amortize the cost of such upgrading and/or remodeling. Any such upgrading and/or remodeling shall be subject to prior written approval of Franchisor of detailed plans and specifications for all such upgrading and/or remodeling.

C. Franchisor shall have the right to notify Franchisee if Franchisor believes the appearance or condition of the Restaurant, its improvements, fixtures, furnishings, and signs, or any other aspect of the Restaurant does not meet Franchisor's then current standards. The notice may specify the action to be taken by Franchisee to correct the deficiency(s). Within thirty (30) days after delivery of this notice, or within such shorter time as Franchisor deems reasonable and so notifies Franchisee, Franchisee shall initiate and pursue to completion the correction of any such deficiency.

D. If Franchisee fails or refuses to initiate, within the applicable time stated in Section 12.3(C), and thereafter to complete any required maintenance, Franchisor shall have the right, in addition to all other remedies, to enter upon the Restaurant and effect such maintenance on behalf of Franchisee. Franchisee shall pay the entire costs of such maintenance and shall reimburse all expenses incurred by Franchisor in effecting such maintenance, including a reasonable amount for Franchisor's overhead.

12.4. ALTERATION. Franchisee shall not materially alter the Restaurant in any way, nor make material replacements of or alterations to equipment, fixtures or signs of the Restaurant without Franchisor's prior written approval.

12.5. DISPLAY OF NAME. Franchisee shall display at the Restaurant interior and exterior only signs, emblems, lettering, logos and advertising approved in writing by Franchisor.

12.6. LICENSES; COMPLIANCE WITH LAWS. Franchisee shall obtain and maintain all licenses, permits and certificates required to lawfully operate the Restaurant at the Restaurant Location. Franchisee shall operate the Restaurant in strict compliance with all applicable laws, ordinances and regulations, including (without limitation) those relating to health and sanitation, packaging and labeling of food products; worker's compensation; unemployment insurance; withholding and payment of Federal and State income taxes and social security taxes; collection and reporting of sales taxes; laws pertaining to the privacy of customers, employees, and transactional information ("Privacy Laws"); and the American With Disabilities Act. Franchisee shall also comply with all menu board labeling laws and rules requiring restaurant operators to disclose certain calorie or other nutritional information about the foods they sell, including, for example, the FDA's rule titled Nutrition Labeling of Standard Menu Items in Restaurants and Similar Food Establishments.

12.7. SUPERVISION. Franchisee shall cause the Restaurant to be at all times under direct, on-premises supervision of Franchisee, or, if Franchisee is other than an individual, the Manager described in Section 12.13.

12.8. PRODUCTS. Franchisee shall offer and sell at the Restaurant all Menu Items, other food and beverages, goods and services authorized from time to time by Franchisor for sale at the Restaurant. Franchisee shall not offer or sell at or from the Restaurant any food, beverage or other goods or services not expressly authorized in writing by Franchisor.

12.9. SUPPLIES. Franchisee shall use at the Restaurant only displays, trays, boxes, bags, wrapping, labels, forms and other paper and plastic products imprinted with the applicable Franchisor Marks and in colors prescribed from time to time by Franchisor.

12.10. PREPARATION. All Menu Items shall be prepared only by properly trained personnel and in accordance with the procedures and recipes in the Recipe Manual. The Recipe Manual may include, without limitation, requirements that certain or all Menu Items be prepared within view of retail customers, and that they be fully cooked before sale.

12.11. INVENTORY. Franchisee shall maintain at the Restaurant an inventory of each and all goods needed for the Restaurant to operate at maximum capacity.

12.12. REQUIRED AND PROHIBITED, RACKS AND MACHINES. Franchisor shall have the right, but not the obligation, to require Franchisee to install or permit to be installed, as well as to upgrade and/or replace specified categories, brands and or models of machines and devices, such as machines and devices for video monitoring, communication, data transmission, Internet access, credit card processing, and automated bank teller (ATM) functions. Franchisee shall comply with such requirements. Franchisee shall not install or allow at or near the Restaurant any newspaper rack, video or other game machine, juke box, vending or dispensing machine, pay telephone, ride, or any similar or other machine or device without Franchisor's prior written consent, which consent may be granted or withheld by Franchisor in its sole and absolute discretion.

12.13. MANAGER. The Restaurant shall be directly managed, on a full time basis, by Franchisee (if Franchisee is an individual), or an owner of Franchisee having more than a twenty-five percent (25%) equity interest in Franchisee (the "Manager"). If Franchisee is not an individual, Franchisor shall have the right to approve Franchisee's selection of a Manager. If, at any time, the Manager no longer qualifies to act,

Franchisee shall promptly designate another Manager who satisfies the requirements set forth in this Section 12.13 and who is approved by Franchisor. Franchisee shall cause the Manager to devote his or her full time and best efforts to managing the Restaurant in compliance with this Agreement and Franchisor's standards of quality and performance. Management responsibilities shall include, among other things, maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to make sure that the highest standard of service is given and to make sure that Franchisee's employees deal with customers, suppliers, Franchisor, and all other persons in a courteous and polite manner.

12.14. GOOD BUSINESS PRACTICES. All advertising and promotion by Franchisee shall be factual, ethical and in good taste in the subjective judgment of Franchisor and shall be subject to Franchisor's approval as provided in Section 15.12. In all dealings with customers, suppliers, Franchisor and the public, Franchisee shall adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee shall refrain from any business or advertising practice and from any act which, in Franchisor's subjective judgment, may injure the business of Franchisor or the reputation or goodwill associated with the Franchisor Marks.

12.15. HOURS. Franchisee shall continuously operate the Restaurant on such days and during at least such minimum hours as Franchisor and/or Franchisee's landlord may from time to time specify.

12.16. VARIANCES. Franchisee acknowledges that full uniformity under varying conditions may not be practical. Accordingly, Franchisor reserves the right at its sole discretion to impose standards upon Franchisee, any other franchisee, any Restaurant, or groups of the foregoing, which are lesser or stricter than standards for other franchisees or restaurants, and to grant or withhold approvals or consents on a non-uniform basis. Franchisor may impose such different standards based on circumstances unique to a particular location, franchisee or group, such as, without limitation, population density, existing or potential business, local customs, business opportunities, or any other circumstances Franchisor deems relevant to the System or to the operation of the particular Restaurant(s) involved.

12.17. STAFFING. The personnel Franchisee retains to work in the Restaurant shall be Franchisee's agents and employees. Franchisee shall have sole discretion to determine who to retain, how many people to retain (subject to any minimum staffing requirements Franchisor may prescribe), how to compensate such personnel, terms of employment and working conditions for Franchisee's employees, when and how to discipline the personnel Franchisee hires, and when and how to terminate personnel Franchisee hires. Franchisee shall at all times comply with all applicable employment laws.

13. SUPPLIES AND SUPPLIERS.

13.1. ACKNOWLEDGEMENT. Franchisee acknowledges that to help protect the Trade Secrets and the uniformity of the System, and to enable Franchisor to monitor the making, packaging, and sale of certain food products including, but not limited to, Menu Items to be offered and sold at the Restaurant, Franchisor intends to (a) itself, or through one or more subsidiary(s) or other affiliate(s), make certain food products and offer to supply them to franchisees; (b) disclose confidentially recipes and methods for making certain food products to a limited number of suppliers who will be authorized by Franchisor to make and supply them to franchisees; or (c) any or all of these. Franchisee acknowledges that Franchisee may be required to purchase such food products from Franchisor alone, or from one or a limited number of suppliers that may or may not be affiliated with Franchisor, as designated by Franchisor. Franchisee further acknowledges that Franchisor intends to and may receive profit from such sales.

13.2. SPECIFICATIONS. From time to time Franchisor shall provide Franchisee with specifications for suppliers, and for food and beverages, inventory, equipment, fixtures, furniture, signs, decor, other supplies, and for services for the Restaurant. These specifications may include, but shall not be limited to, (a) designation of product and service by specific supplier, brand name or type; (b) minimum standards of performance, warranties, design, appearance, product features, ingredients, compliance with applicable building codes, zoning requirements and/or (c) other specifications Franchisor considers relevant to the System.

13.3. MEETING SPECIFICATIONS. After Franchisor provides specifications for any suppliers or category or item of good(s) or service(s), Franchisee shall obtain and use in the Restaurant only suppliers, or goods and services in the applicable category, that comply with such specifications.

13.4. APPROVAL STANDARDS. In evaluating suppliers, Franchisor shall have the right to consider such factors as prices of goods and services, reliability of the particular or other suppliers and other relevant factors. Franchisor may concentrate purchases with one or more suppliers to obtain better prices, advertising support, services or other benefits from any one or more suppliers or for any one or more TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE and/or PIZZABENNE restaurants owned by franchisees, Franchisor or both. Approval of any supplier may be conditioned on requirements relating to frequency of delivery, standards of service, concentration of purchases and related criteria. Approval of any supplier may be temporary pending further evaluation of the particular or other supplier(s).

13.5. REQUESTS FOR APPROVAL. If Franchisee proposes to use any goods or services, or to obtain goods or services from a supplier, not previously approved by Franchisor, then Franchisee shall first notify Franchisor in writing and submit to Franchisor such information, specifications, and samples as Franchisor requests. Franchisee shall pay Franchisor a fee of $250 each time Franchisee requests Franchisor's approval of a supplier. In addition to such fee, Franchisor may also require Franchisee to pay a charge not to exceed the actual cost of testing or investigation performed or commissioned by Franchisor. Franchisor shall within a reasonable time determine whether such goods and services meet its specifications and quality standards and/or whether Franchisor approves the proposed supplier. Franchisor shall notify Franchisee of this determination. Franchisor reserves the right to impose reasonable conditions upon such approval including but not limited to arrangements acceptable to Franchisor for Franchisor, other franchisees or both to use the proposed item or service.

13.6. GOODS AND SERVICES. Franchisee shall use and offer for sale only goods and services that Franchisor has previously designated or approved in writing. Franchisee shall acquire goods and services only from suppliers whom Franchisor has previously approved in writing. Without limiting the foregoing, all Menu Items and other goods and services, including but not limited to trays, containers, packaging, utensils, menus, uniforms, forms, cleaning materials and other goods used in operating the Restaurant shall conform to specifications and quality standards established by Franchisor from time to time.

13.7. SUPPLIER OR VENDOR PAYMENTS. Franchisor may receive from suppliers and/or vendors or negotiate for suppliers and/or vendors to pay Franchisor commissions, fees, rebates, administration charges, supervision charges or other charges which could be in full, or in part, in consideration of sales to Franchisee and/or other franchisees, or other consideration. These may also include tenant improvements, allowances and subsidies received from landlords, automated teller machine (ATM) rebate fees and other fees and rebates Franchisor may collect. Franchisor shall have the right, but not the obligation, to retain any or all of these payments, share none, some or all with Franchisee and/or other franchisees, or contribute none, part or all to the Pat Fund, as Franchisor deems appropriate.

14. FRANCHISOR'S ASSISTANCE.

14.1. GUIDANCE. Franchisor shall from time to time advise Franchisee of operating problems of the Restaurant disclosed by reports submitted to or inspections made by Franchisor. Franchisor shall also furnish guidance in connection with other aspects of operating the Restaurant as Franchisor deems appropriate. Such guidance may include, without limitation, suggestions for pricing of goods and services. However, Franchisee shall have the sole right to determine each and all prices Franchisee will charge for goods and services. Notwithstanding the foregoing, Franchisee shall honor the terms of all promotional or discount programs that Franchisor may offer to the public for System Restaurants.

14.2. INSPECTIONS. Franchisor shall from time to time visit the Restaurant to inspect its operations, consult with Franchisee or for related purposes. To facilitate candid operation of the Restaurant during inspection, such inspections may be unannounced, and may be undisclosed to Franchisee until after completion. Franchisee grants Franchisor the right to enter and inspect the Restaurant from time to time for the purposes provided in this Section 14.2. and for any related purposes.

14.3. QUESTIONS. Franchisor shall have the right to contact and question Franchisee's customers, suppliers, employees and others in connection with inspections provided for in this Section 14. Franchisor shall have the right to obtain samples from the Restaurant and to conduct tests and evaluations of such samples as Franchisor deems appropriate.

14.4. REPORTS. Franchisor shall have the right, but not the obligation, to provide Franchisee with written reports of such inspections and with recommendations and directions to maintain and enhance the Restaurant's operation.

14.5. MODIFYING SYSTEM. Franchisor shall have the right from time to time to modify any or all aspects of the System as Franchisor deems appropriate. Such modifications may include, without limitation, adding, deleting or modifying Menu Items, adding new products and services to be provided by the Restaurant, adding to, deleting from or making changes to any or all of the Franchisor Marks, and other modifications that Franchisor deems appropriate. Franchisee shall implement any and all modifications made by Franchisor to the System. Franchisee shall do so within reasonable times, as designated by Franchisor. Franchisee shall make such reasonable expenditures as are necessary to implement these modifications.

14.6. MODIFICATIONS BY FRANCHISEE. Franchisee shall have no right to, and shall not purport to, implement any modification to the System without Franchisor's prior written approval.

14.7. TOLL FREE TELEPHONE NUMBER. Franchisor has the right, but not the obligation, to establish and maintain a toll free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If Franchisor establishes a toll free number, Franchisee shall comply with Franchisor's procedures for implementing the nationwide service as Franchisor specifies in the manuals or otherwise in writing.

15. ADVERTISING.

15.1. ADVERTISING FUND. Franchisor shall have the right, but not the obligation, to administer a Promotions, Advertising and Training Fund to be financed with franchisee and franchisor contributions (the "Pat Fund").

15.2. USES OF PAT FUND. When established, the Pat Fund will be used for advertising, marketing, public relations and related purposes as Franchisor deems necessary or appropriate in its sole discretion. By way of illustration and not limitation, the Pat Fund may be used to pay costs of marketing surveys and research; signage; promotional items, equipment, and materials distributed to Franchisees; delivery costs for such promotional materials, equipment and related training expenses; employing public relations firms; preparing and producing video, audio and written marketing materials; administering regional marketing programs, including without limitation buying television, radio, magazine, billboard, newspaper and other media advertising; employing advertising agencies; providing and/or selling marketing materials to Franchisees; holding and defraying the costs of conventions and meetings for TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE and PIZZABENNE restaurants; and paying costs to account for and report on contributions, expenditures and related activities of the Pat Fund.

15.3. FRANCHISEE'S CONTRIBUTIONS. Franchisee shall contribute to the Pat Fund amounts, not to exceed two percent (2%) of Franchisee's Gross Receipts (as defined in Section 7.2(C)), as determined from time to time by Franchisor. Franchisee shall contribute to the Pat Fund on or before each Wednesday, the applicable percentage of Gross Receipts for the seven (7) day period ending the preceding Saturday, together with the weekly royalty provided in Section 7.2. Franchisee's contributions to the Pat Fund shall be non-refundable.

15.4. FRANCHISOR'S CONTRIBUTIONS. For each TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE and PIZZABENNE Restaurant operated by Franchisor, Franchisor shall contribute to the Pat Fund on substantially the same basis as Franchisor requires of franchisees, subject to adjustment to account for differing contribution requirements as between different franchisees.

15.5. OTHER CONTRIBUTIONS. Franchisor shall have the right, but not the obligation, to collect and/or, with regard to amounts if any that Franchisor does not elect to retain, to contribute to the Pat Fund, any portions of, none or all advertising or other rebates from suppliers or others that are based on purchases by Franchisor, franchisees or others, or to use or apply such rebates in other ways that Franchisor determines.

15.6. MAINTENANCE OF PAT FUNDS. Contributions to the Pat Fund may but need not be maintained in accounts separate from Franchisor's other funds. Additionally, Franchisor may, but need not maintain a separate Pat Fund for the type of restaurant operated by Franchisee under this Agreement. Franchisee acknowledges that Franchisor may co-mingle advertising funds received from franchisees and suppliers of TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE and PIZZABENNE Restaurants. The Pat Fund shall not be used to defray Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to administration of the Pat Fund.

15.7. PROGRAM OVERSIGHT. Franchisor shall oversee all programs financed by the Pat Fund and shall have sole discretion over their creative concepts, materials, placement, allocation and other aspects. Franchisor undertakes no obligation to cause Pat Fund expenditures to benefit Franchisee equivalently or proportionately to Franchisee's contributions, or to cause the Pat Fund to advertise and/or promote the particular type of restaurant operated by Franchisee on the same or equal basis as other Franchisor branded restaurants or to ensure that Franchisee or any one or more particular franchisees benefit directly or pro rata from uses of the Pat Fund. Except as expressly provided in this Section 15, Franchisor assumes no direct or indirect obligation to Franchisee with respect to establishing, administering or any other aspect of the Pat Fund.

15.8. EXPENDITURES. Franchisor shall endeavor, but shall have no obligation, to spend all contributions to the Pat Fund during Franchisor's fiscal year when the contributions were made. Franchisor shall have the right to spend in any fiscal year an amount more or less than the amount of contributions to the Pat Fund made during that year. Franchisor shall try to spend funds not spent in the fiscal year contributed for Pat Fund expenses in the following year. The Pat Fund may borrow from Franchisor or others to finance its operations and to cover deficits.

15.9. ACCOUNTING. An accounting of Pat Fund contributions and expenditures shall be prepared annually and shall be made available to Franchisee upon written request. Franchisor shall have the right but no obligation to cause any such accounting to include an independent certified public accountant's audit of contributions and expenditures of the Pat Fund.

15.10. TERMINATION. Franchisor shall have the right to terminate the Pat Fund at any time, effective after all monies in the Pat Fund have been spent.

15.11. PROMOTIONAL ITEMS. Franchisor may cause the Pat Fund to develop and market promotional items from time to time. If so, then such items will be made available to Franchisee at Franchisor's cost plus a reasonable amount for overhead. After retaining the Pat Fund's development cost for any such item, Franchisor may retain all revenues from sales of such items. Franchisee shall maintain a representative inventory of any such promotional items, sufficient to satisfy demand at the Restaurant.

15.12. ADVERTISING BY FRANCHISEE.

A. Franchisee shall spend at least One Thousand Dollars ($1,000) for newspaper, direct mail or other advertising during Franchisee's initial thirty (30) days of operation of the Restaurant.

B. Franchisee shall continuously advertise the Restaurant in broadcast or print media, billboards, leaflets, and/or similar advertising media ("Franchisee Advertising"). Each calendar year, Franchisee shall spend for Franchisee Advertising an amount equal to the difference between (i) three percent (3%) of Franchisee's Gross Receipts for such calendar year and (ii) the sum of Franchisee's contributions to the Pat Fund and to any cooperative advertising region established pursuant to Section 15.13 in such calendar year. However, the expenditures required in Section 15.12(A) shall be in addition to and shall not count toward satisfaction of the obligations under this Section 15.12(B).

C. Franchisee shall submit to Franchisor or its designated agent, for prior approval (except as to prices to be charged by Franchises), all proposed promotional materials and advertising constituting Franchisee Advertising, and all other proposed advertising initiated by Franchisee, including, but not limited to, proposed Internet, social media, print and broadcast advertising, novelty items, signs, boxes, and paper goods proposed for use at the Restaurant. Each submission shall include, without limitation, samples of the proposed promotional materials and advertising, scripts of proposed broadcast advertising and other information that Franchisor from time to time designates.

D. Franchisee shall not advertise, solicit business or make sales via the Internet, catalog sales or telemarketing or create, maintain or use a website or any social media platform for the Restaurant without first obtaining Franchisor's written consent, which consent Franchisor may withhold for any reason or no reason.

E. On or before the fifteenth (15th) of each calendar month, Franchisee shall deliver to Franchisor, in a manner approved by Franchisor, an accurate accounting of the previous calendar month's expenditures for Franchisee Advertising.

15.13. COOPERATIVE ADVERTISING.

A. Franchisor shall have the right but no obligation from time to time to designate one or more local, regional or national geographic areas encompassing the Restaurant and at least one other TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE franchise(s) as a cooperative advertising region for the purpose of conducting advertising and promotion on a regional basis. Franchisee shall participate in and, subject to Section 15.12, contribute to such cooperative advertising region in accordance with participation and contributions required of the other members, as determined from time to time by majority vote of the members. Each member shall have one vote per operating TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE Restaurant owned by such member and located in the region. However, Franchisor shall have the right, but no obligation, to cast a vote to break a tie, and/or to veto or modify any decision of the cooperative advertising region. Franchisor may elect to administer the cooperative advertising. At Franchisor's election, Franchisor may require the cooperative to be governed by written governing documents. If and when created, these documents shall be available to Franchisee for review. The cooperative may elect to prepare annual or periodic financial statements and make them available for review by franchisees. Franchisor shall have the power to form, change, dissolve or merge cooperative advertising.

B. Franchisee shall have no obligation to contribute to a cooperative advertising region in any three consecutive calendar months more than one percent (1%) of Franchisee's Gross Receipts for the three calendar months. Franchisee shall have no obligation to contribute to a cooperative advertising region in any calendar year a percentage of total contributions to the cooperative advertising region which exceeds the ratio of (i) Franchisee's Gross Receipts for the calendar year to (ii) aggregate Gross Receipts of all members in the cooperative advertising region in such calendar year.

16. ACCOUNTING AND RECORDS.

16.1. MAINTENANCE. Franchisee shall record and maintain at Franchisee's expense full, complete and accurate books, records and accounts of all operations of the Restaurant as prescribed by Franchisor. Franchisee shall retain for at least four (4) years all books, records and accounts related to the Restaurant, including without limitation sale checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, general ledgers, cash register tapes and zero-total tapes.

16.2. REPORTS. On or before the twentieth (20th) day after each calendar quarter, Franchisee shall deliver to Franchisor in the form approved by Franchisor, an activity report, profit and loss statement and balance sheet for the Restaurant for the preceding calendar quarter. In addition, Franchisee shall deliver to Franchisor within ninety (90) days after each calendar year, a profit and loss statement and balance sheet for the Restaurant as of the last day of such calendar year. These statements shall be certified as true and correct by Franchisee. Franchisor shall have the right to require that these financial statements be prepared in accordance with generally accepted accounting principles, and reviewed or audited by an independent certified public accountant.

16.3. OTHER REPORTS. Franchisee shall prepare and deliver to Franchisor other periodic reports that Franchisor may specify. Franchisee shall provide to Franchisor within 24 hours of issuance copies of all inspection reports, orders and/or other written correspondence issued to Franchisee by government agencies, including but not limited to building inspectors, health and safety inspectors and other regulatory bodies. Franchisee shall further provide to Franchisor within 24 hours of receipt, copies of all pest control reports provided by third parties pertaining to the Restaurant.

16.4. RECORDING SALES. Franchisee shall purchase from Franchisor or other entity designated by Franchisor a point of sale electronic cash register or computer system ("POS System") meeting specifications required by Franchisor. Franchisor shall have the right to require that the POS System connect electronically with and provide electronic access from equipment of Franchisor. Franchisee shall execute any and all necessary agreements and pay reasonable acquisition, service, maintenance, upgrade and other related fees and charges for the installation, set-up, maintenance servicing, use and other aspects of the POS System. Franchisee shall provide Franchisor sales reports from the POS System along with Franchisee's weekly statement of Gross Receipts, as provided in Section 7.2. Franchisee shall allow Franchisor, and cooperate with Franchisor in establishing, full access to the POS System. As technology improvements, system growth or other developments warrant in Franchisor's sole discretion, Franchisor shall have the right to require Franchisee to add equipment to or to upgrade or replace the POS System with new or different equipment. Franchisee shall keep the POS System in good repair, and install additions, modifications and replacements as Franchisor directs, all within times specified by Franchisor from time to time.

16.5. INSPECTION OF RECORDS.

A. Franchisor or its designated representatives shall have the right at all reasonable times to examine, copy and audit all books, records, income and sales tax returns, and Employment Development Department (EDD) returns of Franchisee relating to the Restaurant. By initialing below, Franchisee acknowledges reading and understanding the requirements of this section and consenting to Franchisor's collection of such information.

Franchisee Initials: ☐

B. If any such examination or audit reveals an understatement or underpayment of amounts due to Franchisor, then Franchisee shall immediately pay to Franchisor the amount due, plus interest on the amount due from the date when due through the date of payment, at the lesser of 1-1/2% per month or the maximum rate allowed by law. If Franchisee's failure to furnish reports or other information required by this Agreement makes necessary any such examination or audit, or if any such examination or audit discloses any understatement or underpayment of two percent (2%) or more, then Franchisee shall also reimburse Franchisor for all costs and expenses connected with the examination, copying and/or audit.

C. Nothing in this Section 16.5 constitutes any agreement to allow Franchisee to understate, fail to pay, or fail to timely pay all amounts when due to Franchisor, nor an agreement to extend credit to Franchisee.

17. INSURANCE.

17.1. COVERAGE. Franchisee shall promptly obtain and thereafter maintain in full force and effect insurance policies issued by carriers approved by Franchisor. Franchisor shall have the right to require such policies to include, without limitation, the following:

A. All risks insurance on the Restaurant and all fixtures, equipment, supplies and other property used in operating the Restaurant. This insurance shall cover the full repair and replacement value of machinery, equipment and improvements and shall have no coinsurance provision.

B. Workers' compensation and employer's liability insurance and such other insurance as may be required by applicable law in the jurisdictions where the Restaurant conducts business.

C. Comprehensive general liability insurance and product liability insurance, initially with limits of at least two million dollars ($2,000,000) combined single limit, including broad form contractual liability, advertising injury, personal injury (employee and contractual liability exclusions deleted); products/completed operation; and fire legal. This insurance shall cover all claims, suits, obligations, liabilities and damages, including attorneys' fees, based on or arising out of actual or alleged injuries or damage connected with the Restaurant.

D. Business interruption insurance providing coverage for actual losses sustained.

E. Automobile liability insurance, including owned, hired and non-owned vehicle coverage, with a combined single limit initially of at least one million dollars ($1,000,000).

F. Data theft and cybersecurity coverage in amounts required by Franchisor.

G. Employment practices liability insurance with a co-defendant endorsement in Franchisor's favor.

17.2. ADDITIONAL INSURANCE. Franchisee shall also obtain and maintain types and amounts of insurance additional to and/or different from those required pursuant to Section 17.1, as may be required by any lease or sublease for the Restaurant, and/or as Franchisor may determine to require from time to time. Franchisor shall have the right to require Franchisee to obtain and maintain additional and/or different types and amounts of coverage to reflect inflation, identification of new or increased risks, changes in law or standards of liability, higher damage awards, economy in obtaining insurance, or other relevant factors or changes in circumstances. Franchisor shall have the right but not the obligation, to arrange for one or more policies of insurance available for Franchisee and other franchisees to purchase on a group or similar basis, and to require that Franchisee participate in purchasing such insurance and/or participate in the group policy. Franchisee shall pay for, or reimburse Franchisor for, all such insurance purchased as well as an administrative fee to Franchisor not to exceed $1,000 annually.

17.3. COVERAGE. Franchisee shall assure that all insurance provided for in this Section 17 covers Franchisee, Franchisor, and their shareholders, directors, officers, partners and employees. Such policies shall have deductibles no larger than specified in the Operations Manual or in other written directives from Franchisor. Such policies shall provide that they will not be cancelled or altered without at least twenty (20) days prior written notice to Franchisor.

17.4. PROOF OF INSURANCE. Not later than one hundred twenty (120) days after execution of this Agreement, but not later than the date when Franchisee acquires an interest in the Restaurant Location, Franchisee shall deliver to Franchisor a Certificate of Insurance demonstrating compliance with the requirements in this Section 17.

17.5. DISCLAIMERS. Franchisee's obligation to obtain and maintain insurance shall not be effected by any insurance Franchisor may obtain or maintain on a group basis or otherwise. Franchisee acknowledges that there is no representation by Franchisor as to sufficiency of insurance required in this Section 17. Franchisor shall not be liable for the sufficiency or insufficiency of any separate insurance Franchisor maintains. Insurance maintained by Franchisee shall not relieve Franchisee of any obligation under this Agreement. Franchisor reserves the right to change the insurance requirements during the term of this Agreement, including the types of coverage and the amounts of coverage. Franchisee must comply with any changes to these requirements.

17.6. FAILURE TO MAINTAIN. If Franchisee, for any reason, fails to obtain or maintain insurance, or to provide satisfactory evidence thereof as required by this Section 17, then in addition to Franchisor's other rights, Franchisor shall have the right, but no obligation, to obtain such insurance, or portions of such insurance, at Franchisee's expense. Franchisee shall pay to Franchisor, on demand, any costs and premiums incurred by Franchisor in doing so.

18. TERMINATION.

18.1. BREACH BY FRANCHISOR. If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure the breach within a reasonable time, consisting of at least thirty (30) days, after delivery of written notice, then Franchisee's sole and exclusive remedy shall be to institute a suit against Franchisor for damages. Franchisee shall not have the right to terminate this Agreement as a result of any breach by Franchisor.

18.2. FOR GOOD CAUSE. Franchisor shall have the right for good cause to terminate this Agreement before expiration by delivering to Franchisee written notice of termination. By way of illustration and not limitation, Franchisor shall be deemed to have good cause to terminate as provided in Sections 2.8 and 8.5, or upon Franchisee's failure to comply with any lawful requirement of this Agreement within thirty (30) days or such longer period required by law after receiving notice of such failure.

18.3. IMMEDIATE TERMINATION. If any of the following events occur, Franchisor shall have the right to terminate this Agreement immediately upon delivery to Franchisee of written notice of termination. Franchisor shall have no obligation to allow Franchisee any opportunity to cure any such event of default:

A. Franchisee or the Restaurant is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets of Franchisee or the Restaurant are assigned to or for the benefit of any creditor, or Franchisee admits Franchisee's inability to pay Franchisee's debts as they come due;

B. Franchisee abandons the Restaurant by failing to operate for five (5) consecutive days during which Franchisee is required to operate, or any shorter period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue operating the Restaurant;

C. Franchisee engages in conduct that reflects materially and unfavorably upon operation and reputation of the Restaurant or the System;

D. After curing any failure provided for in Section 18.2, or any other failure under this Agreement, Franchisee engages in the same noncompliance, regardless of whether corrected after notice;

E. Franchisor discovers that Franchisee has made any material misrepresentation relating to the acquisition of the Franchise or the Restaurant;

F. Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to operation of the Restaurant; Franchisor shall have the right but no obligation, at franchisor's discretion, to cure any such violation on Franchisee's behalf. If Franchisor elects to do so, Franchisee shall reimburse Franchisor for its incurred costs and expenses, plus an administration fee of 15%.

G. Franchisee repeatedly fails to comply with one (1) or more requirements of this Agreement regardless of whether corrected after notice. By way of illustration and not limitation, two (2) or more violations of the same provision or requirement of this Agreement shall constitute repeated failure to comply;

H. The Restaurant or the Restaurant Location is seized, taken over or foreclosed by a government official in the exercise of such official's duties, or seized, taken over, or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against Franchisee remains unsatisfied for thirty (30) days, unless a supersedes or other appeal bond has been filed;

I. A levy of execution is made upon the Franchise or upon any property used in the Restaurant and is not discharged within five (5) days after such levy;

J. Franchisee or any officer, director, shareholder, partner or member of Franchisee is convicted of a felony or other criminal misconduct relevant to operation of the Restaurant;

K. Franchisor reasonably determines that Franchisee's continued operation of the Restaurant will result in imminent danger to public health or safety;

L. Franchisee fails to pay any fees or other amounts due to Franchisor or any affiliate of Franchisor within five (5) days after receiving written notice that such fees or other amounts are overdue, provided that this five (5) day period shall be tolled during negotiations or proceedings to resolve any bona fide dispute concerning any such fee or other amount if Franchisee has paid all portions of such fee or amount as to which there is no dispute;

M. Franchisee attempts to make a transfer or assignment in violation of Section 20; or

N. Franchisee fails to perform or observe any of the covenants, terms, provisions, conditions, agreements or obligations under any lease, sublease, contract for sale of assets, promissory note, security agreement or other document or instrument relating in any manner to the transactions contemplated under this Agreement or the sale of any business related thereto (as such documents and instruments may be amended or modified from time to time), whether between Franchisee and Franchisor or executed by Franchisee in favor of Franchisor or otherwise, and whether now in existence, executed concurrently herewith, or executed in the future, and Franchisee fails to cure such default within the time period, if any, allowed for the cure of such default under the applicable document or instrument.

O. If Franchisee is purchasing from Franchisor (or any affiliate of Franchisor) any assets pertaining to the operation of the Restaurant and the escrow for the sale of such assets is terminated or otherwise fails to close.

P. Any material complaint or subjective dissatisfaction expressed by the owner landlord, sublessor, or property management company of the building or location where the Restaurant is located, regardless of the reason for such complaint or subjective dissatisfaction; or the owner(s), landlord, sublessor, or property management company of the building or location objects for any reason to the continued operation of the Restaurant by Franchisee at the building or location.

19. EFFECTS OF TERMINATION.

19.1. PAYMENT OF AMOUNTS OWED. Upon termination or expiration of this Agreement, regardless of any reason for such termination or expiration, and regardless of any other provision of this Agreement, all royalty fees, advertising fund contributions, all other amounts owed to Franchisor or Franchisor's affiliates, and interest due on any of these amounts shall be immediately due and payable.

19.2. DISCONTINUING USE OF SYSTEM. Upon termination or expiration of this Agreement, all rights granted to Franchisee in this Agreement shall terminate. Upon termination or expiration of this Agreement, Franchisee shall:

A. Immediately return to Franchisor the Recipe and Operations Manuals, all other written documents embodying the Trade Secrets, and all property of Franchisor then in Franchisee's possession or control;

B. Not thereafter directly or indirectly at any time or in any manner identify Franchisee or any business or venture as a current or former TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE franchisee or business;

C. Not thereafter use any of the Franchisor Marks or any colorable imitation of any Franchisor Marks or other indicia of a TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE restaurant in any manner or for any purpose or use for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor or the System;

D. Remove and discontinue use of all signs, sign faces, stationery, advertising, websites, social media pages, and other materials containing any of the Franchisor Marks or otherwise identifying or relating to a TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE restaurant;

E. Take all action necessary or appropriate to cancel, or at Franchisor's request to assign to Franchisor or Franchisor's designee, all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any of the Franchisor Marks;

F. Take all action necessary to assign to Franchisor or Franchisor's designee all Franchisee's right, title, and interest in and to all telephone, telefax and other telecommunication numbers of the Restaurant. Franchisee shall also notify the telephone company(s) and all telephone directories of the termination or expiration of Franchisee's right to use any such numbers;

G. Within ten (10) days after receiving a written request from Franchisor, execute a written assignment in form satisfactory to Franchisor, of all Franchisee's right, title and interest in and to any lease for the Restaurant Location.

H. Make all other changes to the Restaurant Location needed to prevent the appearance of any association between the Restaurant Location, on the one hand, and Franchisor or the System, on the other hand. Franchisee shall also make such specific additional changes as Franchisor reasonably requests for this purpose. By way of illustration, it shall be reasonable for Franchisor to request that Franchisee remove or alter all distinctive physical and structural features of the Restaurant Location.

I. Deliver to Franchisor within thirty (30) days evidence satisfactory to Franchisor of Franchisee's compliance with all obligations under this Section 19.2.

19.3. FAILURE TO COMPLY. If Franchisee fails or refuses to perform any of the obligations under Section 19.2, then Franchisee appoints Franchisor as Franchisee's attorney-in-fact and authorizes Franchisor, at Franchisee's expense, to perform any or all such obligations, and to execute in Franchisee's name and on Franchisee's behalf any or all instruments that Franchisor deems necessary or appropriate in connection with performing such obligations. Upon demand, Franchisee shall reimburse all Franchisor's costs to do so, including a reasonable amount for Franchisor's overhead.

19.4. REMEDY FOR POST-TERMINATION DEFAULT. If, after termination or expiration of this Agreement, Franchisee directly or indirectly owns, operates or has any financial interest in any Competitive Business in violation of Section 11.8, then, in addition to Franchisor's other rights and remedies, for a period equal to the remaining term of the covenant not to compete in Section 11.8(D), Franchisee shall pay to Franchisor an amount equal to ten percent (10%) of the Gross Receipts derived from every such Competitive Business. Payment of such amounts shall be made weekly at the same time and in the same manner as the royalty which would have been payable had this Agreement not expired or been terminated and, in connection therewith, Franchisor shall be entitled to receive the same reports and exercise the same examination, audit and copying rights as Franchisor would have had this Agreement not expired or been terminated.

19.5. PURCHASE OPTION.

A. Commencing upon expiration or termination of this Agreement, Franchisor shall have the right, but not the obligation, to purchase for cash any or all assets of the Restaurant, including, but not limited to, equipment, supplies, advertising materials, and all items bearing the Franchisor Marks. The purchase price shall be Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on Franchisee's cost and/or fair market value within a reasonable time, an independent appraiser acceptable to Franchisee shall be designated by Franchisor. The appraiser's determination shall be binding on the parties.

B. Franchisor's rights under this Section 19.5 may be exercised by delivering within thirty (30) days after termination or expiration, notice of intent to exercise such rights. If Franchisor elects to exercise these rights, it shall still have the right to set off all amounts due from Franchisee as well as the cost of the appraisal, if any, against any payment that may be due to Franchisee.

19.6. CONTINUING OBLIGATIONS. All obligations of Franchisor and Franchisee that expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect subsequent to and regardless of this Agreement's expiration or termination and until they are fully satisfied or by their nature expire.

20. TRANSFERABILITY OF INTEREST.

20.1. BY FRANCHISOR. Franchisor's rights and obligations under this Agreement may be assigned and/or delegated by Franchisor in whole or in part at any time. Any such assignment or delegation shall be binding on Franchisee. However, no such assignment shall be made except to an assignee who, in the good faith judgment of Franchisor, is able to assume Franchisor's obligations under this Agreement.

20.2. BY FRANCHISEE. In entering into this Agreement, Franchisor relies upon Franchisee's own reputation, possession of resources and other factors unique to Franchisee. Therefore, Franchisee shall

have no right or power to assign or otherwise transfer this Agreement, the Restaurant, the Franchise, or any interest in any of these, or in Franchisee, whether in whole or in part, except with Franchisor's prior written approval and in conformance with the procedures in this Section 20, which approval by Franchisor shall not be unreasonably withheld. Any purported transfer, assignment or delegation in violation of this Section 20 shall be void and of no effect and shall constitute a material breach of this Agreement.

20.3. DEEMED ASSIGNMENT. Without limiting the scope of Section 20.2, if Franchisee is at any time a corporation, limited liability company, partnership or other entity, then one or more transactions involving (a) issuance of any securities by Franchisee, or (b) transfer of twenty-five percent (25%) or more of the equity interest or voting power of Franchisee, or (c) any merger or consolidation involving Franchisee, shall each be deemed to be an assignment of this Agreement within the meaning of this Section 20. Accordingly, Franchisee shall take all steps necessary to assure that no such deemed assignment occurs, except in compliance with the provisions of this Section 20.

20.4. FRANCHISOR'S RIGHT OF FIRST REFUSAL.

A. If Franchisee desires to sell or otherwise transfer the Restaurant and assign this Agreement or any interest in this Agreement, or if Franchisee is not an individual and one or more of the owners of Franchisee desire to sell or otherwise transfer any or all of their ownership interest in Franchisee, then Franchisee shall deliver to Franchisor written notice stating all the terms of the proposed transfer and assignment and all information that Franchisor requests concerning the proposed transferee/assignee. Franchisor shall have the option, during fifteen (15) days after receipt of the notice, to purchase the property being offered and/or accept the transfer or assignment on the terms in the notice, provided that Franchisor shall have the right to substitute cash for any non-cash consideration described in such notice.

B. If Franchisor does not exercise this option during the fifteen (15) day period and Franchisor approves in writing the proposed transfer/assignment in accordance with the terms of this Section 20, then Franchisee may, during the following sixty (60) days, transfer the Restaurant and assign this Agreement to the proposed transferee/assignee on the terms in the notice, provided that the transfer/assignment shall be made, without limitation, in compliance with all other applicable portions of this Section 20. Any proposed transfer/assignment not completed within such sixty (60) day period and any material change in the terms of the proposed transaction prior to closing shall constitute a new offer and shall again require compliance with this Section 20.4.

20.5. FURTHER CONDITIONS. If Franchisor elects not to exercise its right of first refusal, Franchisor may grant or withhold its consent to a proposed transfer/assignment. Franchisor shall not unreasonably withhold consent. Without limiting the foregoing, Franchisor may impose any or all of the following conditions precedent to Franchisor's approval:

A. If Franchisee desires to assign and transfer its rights to a corporation, limited liability company, partnership or other entity, that (i) the proposed entity be newly organized and that its charter limit its activities to acting as a TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE franchisee (as applicable) pursuant to this Agreement; (ii) Franchisee shall be and remain the owner of at least fifty-one percent (51%) of the voting and capital stock or equivalent interest in the proposed transferee/assignee; (iii) that Franchisee (or, if Franchisee is a partnership, one of Franchisee's partners) shall be and remain the proposed transferee/assignee's principal executive officer; (iv) all shareholders, members or partners of the proposed transferee/assignee enter into a written agreement satisfactory to Franchisor, jointly and severally guaranteeing full payment and performance of the entity's obligations to Franchisor; (v) each stock certificate or other evidence of ownership of the proposed transferee/assignee bear a conspicuous

endorsement that it is held subject to, and that assignment or transfer is subject to, all restrictions upon transfers and assignments in this Agreement; and (vi) no new shares of any class of stock or other ownership interest in the proposed transferee/assignee shall be issued without Franchisor's prior written consent and then only upon disclosure of the terms and conditions contained herein being made to the prospective new owners.

B. That Franchisee pay Franchisor a non-refundable fee of $600 for processing and qualifying the proposed transferee/assignee;

C. The proposed transferee/assignee and its owners be of good moral character and reputation;

D. The proposed transferee/assignee and its owners demonstrate skills, qualifications and economic resources necessary in Franchisor's reasonable judgment, to own and operate the Restaurant and, in any event, at least equal to the skills, qualifications and economic resources then being required by Franchisor of new franchisees, and of the transferor/assignor;

E. That the proposed transferee/assignee and its owners expressly assume in writing, for Franchisor's benefit, all Franchisee's obligations under this Agreement;

F. That the proposed transferee/assignee and its general manager shall have completed the training program to Franchisor's satisfaction;

G. That the proposed transferee/assignee upgrade the Restaurant to Franchisor's then current standards and requirements;

H. That as of the date of any such transfer/assignment, Franchisee shall have fully complied with all Franchisee's obligations to Franchisor under this Agreement and any other agreement, arrangement or understanding, and all obligations to affiliates of Franchisor, including but not limited to payment of all sums owed to any of the foregoing;

I. That the proposed transferee/assignee execute Franchisor's standard form Franchise Agreement then being offered to franchisees, except that no initial franchise fee shall be required from the proposed transferee/assignee and the term of the Agreement shall be modified to equal the remaining term under this Agreement;

J. That Franchisee pay Franchisor a non-refundable transfer fee equal to the greater of one-half (1/2) the initial franchise fee provided for in this Agreement or one-half (1/2) of Franchisor's then current initial franchise fee applicable to new franchisees, which shall be deemed to be reasonably required to cover Franchisor's expenses relating to the transfer/assignment and the training required under this Agreement;

K. That Franchisee grant, and the proposed transferee/assignee accept, assignment of all Franchisee's rights and obligations under any lease for the Restaurant Location, and that the lessor consent to such assignment;

L. That the financial and other terms of the proposed assignment or transfer, as between Franchisee and the proposed transferee/assignee, are not so burdensome, in Franchisor's judgment, as to render doubtful the proposed transferee/assignee's ability to satisfy its obligations under the applicable franchise agreement. By way of example, any financing obtained by the transferee/assignee in connection

with the assignment/transfer shall not exceed one third (1/3) of the Restaurant purchase price and any re-payment term shall not be longer than the term remaining on the franchise agreement and any sublease/lease for the Restaurant;

M. That prior to the assignment or transfer, Franchisee shall execute a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, and of their shareholders, directors, officers, attorneys, agents and employees, except claims that applicable law prohibit from being waived and released;

N. That Franchisee remain liable for all prior obligations of Franchisee as well as transferee/assignee's performance of the Franchise Agreement and related agreements.

20.6. NOTICE.

A. Franchisee acknowledges that in connection with any proposed transfer or assignment, Franchisor may need to comply with applicable franchise disclosure laws. Accordingly, Franchisee shall deliver to Franchisor at least forty-five (45) days written notice prior to any proposed transfer or assignment.

B. Within fifteen (15) days after receiving any written offer to purchase the Franchise, Franchisee shall deliver a copy of such offer to Franchisor. Concurrently with making any written offer to sell the Franchise, Franchisee shall deliver to Franchisor a copy of such offer.

20.7. DISCLAIMER. Franchisor's consent to any transfer or assignment by Franchisee shall not constitute a release by Franchisor of Franchisee or of any of Franchisee's obligations under this Agreement. Consent by Franchisor to a transfer or assignment shall not constitute consent to any future proposed transfer or assignment.

20.8. ASSIGNMENT IN CASE OF DEATH OR INCAPACITY.

A. If Franchisee is an individual who dies, or becomes incapacitated, then Franchisor shall allow the deceased's surviving spouse, heirs, or estate the opportunity to participate in ownership of the Restaurant during one hundred eighty (180) days after such death, provided that during such time the surviving spouse, heirs or estate (a) maintain all standards and obligations of the Franchise; and (b) either satisfy all then current qualifications for a purchaser of a Franchise or, in accordance with the requirements of this Section 20, sell, transfer, or assign such person's ownership interest in Franchisee or, if applicable, this Agreement and the Restaurant to a person who satisfies Franchisor's then current standards for new franchisees.

B. If Franchisee is a corporation or partnership, then if a Principal dies or becomes incapacitated, such event shall not constitute an assignment or transfer of this Agreement under this Section 20.8, provided that during one hundred eighty (180) days after such death the deceased's surviving spouse, heirs or estate (i) maintain all standards and obligations of Franchisee; and (ii) either satisfy all the then current qualifications for a purchaser of a Franchise or, in accordance with the requirements of this Section 20, sell, transfer, or assign such person's ownership interest in Franchisee or, if applicable, this Agreement and the Restaurant to a person who satisfies Franchisor's then current standards for new franchisees.

20.9. PUBLIC OFFERING.

A. Franchisee shall not (a) make any public or private offering of securities in Franchisee; (b) issue any offering prospectus, press release, announcement, or other information relating to any such offering; or (c) make any public or private sale of securities in Franchisee prior to obtaining Franchisor's written consent to such activity and the contents of any such statement. Franchisor shall not unreasonably withhold such consent.

B. Franchisee acknowledges that the review by Franchisor under Section 20.9(A) and any such consent are for Franchisor's own internal purposes, and shall not constitute authorization, agreement, endorsement or ratification, express or implied, of the contents of, any such material, or of any such action by Franchisee. Franchisee shall not expressly or impliedly communicate that Franchisor or any of Franchisor's shareholders, directors, officers, employees or any other person or entity affiliated with Franchisor has any interest or role in the proposed offering or sale, other than acting as Franchisor pursuant to this Agreement.

21. ABSENCE, DISABILITY OR DEATH.

A. The parties desire to reduce the risk of interruption of operations of the Restaurant if Franchisee becomes temporarily absent, incapacitated or for other reasons becomes, in the reasonable exercise of Franchisor's judgment, unable to operate the Restaurant. In such event, Franchisor shall have the right, but no obligation, to operate the Restaurant while Franchisor reasonably deems it necessary and practical to do so, and without waiving Franchisor's other rights or remedies.

B. All monies received from such operation of the Restaurant by Franchisor shall be placed in separate accounts. Franchisor shall have the right to charge to and to pay from these accounts, any and all expenses of the Restaurant relating to such period of operation, including but not limited to expenses incurred by Franchisor and compensation of Franchisor's personnel relating to such operation of the Restaurant. In addition to the payment of such expenses, Franchisor shall also have the right to charge to and to pay from these accounts a management fee equal to five percent (5%) of Gross Receipts (in addition to all other fees).

22. RELATIONS OF PARTIES: INDEMNITY.

22.1. INDEPENDENT CONTRACTOR. The parties shall be independent contractors. Accordingly, nothing in this Agreement shall be deemed to create any agency (actual or ostensible), employment, joint venture, partnership or special relationship. Franchisee shall have no right to and shall not purport to make any contract, agreement, commitment, representation warranty or to create any obligation, express or implied, on Franchisor's behalf. Franchisee shall not use the Franchisor Marks in signing any contract, check, purchase order, negotiable instrument, application or other instrument, or in any manner that may result in liability of Franchisor for any indebtedness or obligation of Franchisee.

22.2. INDEPENDENT OWNERSHIP NOTICES. Franchisee shall prominently display, by posting one or more signs in clear public view at the Restaurant Location, a statement satisfactory to Franchisor that the Restaurant is independently owned and operated by Franchisee. Franchisee shall conspicuously identify Franchisee in all dealings with customers, employees, suppliers, public officials and others as the owner of the Restaurant under a franchise from Franchisor. Franchisee shall place notices of independent ownership on forms, business cards, checks, stationery, automobiles, equipment, advertising and other materials as Franchisor requires from time to time.

22.3. INDEMNIFICATION. Except as provided in Section 9.9, Franchisee shall indemnify, defend and hold harmless Franchisor and Franchisor's affiliates, and the respective shareholders, directors, officers, employees, attorneys, agents, representatives and assignees of each, from and against any and all loss, costs, expenses (including attorneys' fees), damages, claims and liabilities, resulting directly or indirectly from or pertaining to any breach of this Agreement or any use, condition, construction, equipping, decorating, maintenance or operation of the Restaurant (including, without limitation, the sale of any goods or services from the Restaurant or incidents, events or activities relating to customers, employees or other persons). The foregoing shall include, without limitation, loss, claims, costs, expenses, damages and liabilities arising from (a) latent or other defects in the Restaurant, whether or not discoverable by Franchisor, (b) death or injury to any person; (c) damage to property of Franchisee or Franchisor or any third person or entity, whether or not actually or allegedly caused through active or passive negligence or strict liability of Franchisor or its agents or employees; (d) acts or omissions of Franchisee or Franchisee's employees; and (e) claims against Franchisor by Franchisee's employees for labor or employment law violations by Franchisee or any other matter. The indemnity in this Section 22 shall also cover, without limitation, acts and omissions of Franchisor when acting under Section 21. However, Franchisee shall not be obligated to indemnify for any liabilities which arose solely as a result of a breach of this Agreement by, or other civil wrongs committed by Franchisor.

23. MISCELLANEOUS PROVISIONS.

23.1. NON-WAIVER. No failure of Franchisor to exercise any right or power or to insist on strict compliance with any obligation or condition hereunder, and no custom or practice of the parties in variance with this Agreement shall constitute waiver of Franchisor's right to demand exact compliance with the terms hereof. Waiver by Franchisor of any particular default by Franchisee shall not be binding, unless written and executed by the party sought to be charged and shall not affect or impair Franchisor's rights with respect to any subsequent default of the same or different nature. Delay, waiver, forbearance, or omission of Franchisor to exercise any power or right arising from any breach or default by Franchisee shall not impair or constitute waiver by Franchisor of any rights, including but not limited to the right to declare a subsequent breach or default. Acceptance by Franchisor of any payment(s) due shall not constitute waiver of any preceding breach by Franchisee.

23.2. THIRD PARTIES. This Agreement is entered into exclusively for the benefit of Franchisor and Franchisee. Nothing in this Agreement is intended to confer any right or benefit upon any lessor or any other person or entity that is not a party to this Agreement, except that the persons and entities identified by name or description in Section 22.3 are intended third party beneficiaries who shall be entitled to enforce their rights under Section 22.3.

23.3. NOTICE OF CLAIM. If Franchisee discovers any fact, event or other matter which constitutes a breach of this Agreement, omission, misrepresentation, fraud or other actionable misconduct by Franchisor arising from this Agreement, any disclosure provided to Franchisee at any time or any aspect of the relationship between Franchisor and Franchisee, then Franchisee shall provide a detailed written notice to Franchisor of the matter within 90 days of the discovery. Franchisee's failure to provide this notice within this time shall waive the claim. The 90-day notice period in this paragraph shall reduce and shall not enlarge any statute of limitations for any claim or potential claim.

23.4. LIMITS ON REMEDIES.

A. Both Franchisor and Franchisee waive the right, if any, to obtain any award for exemplary or punitive damages from the other in any judicial or other proceeding arising out of or in any way related to this Agreement, the execution of this Agreement, any claim relating to representations

allegedly made or omitted in entering into this Agreement or any other aspect of the relationship between the parties or the persons or other entities affiliated with the parties.

B. No action shall be maintained by Franchisee to enforce any alleged liability of Franchisor for any matter arising out of or in any way related to this Agreement, the execution of this Agreement, any claim relating to representations allegedly made or omitted in entering into this Agreement or any other aspect of the relationship between the parties or the persons or other entities affiliated with the parties unless brought before the expiration of one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged liability. This one year time limit shall not be tolled or otherwise extended on account of any delay or failure in discovery of the claim or the underlying facts.

23.5. SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided in this Agreement, this Agreement shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns.

23.6. JOINT AND SEVERAL LIABILITY. If Franchisee consists of more than one person or entity, then the obligations and liabilities of each such person or entity to Franchisor shall be joint and several among them.

23.7. GOVERNING LAW. This Agreement shall be interpreted, construed and governed by the laws of California, without giving effect to any conflicts of laws.

23.8. VENUE AND JURISDICTION. This Agreement takes effect upon its acceptance and execution by Franchisor in California. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Restaurant is located outside of California and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this paragraph is intended by the parties to subject this Agreement to any franchise or similar law, rule or regulation of any state to which it would not otherwise be subject.

23.9. ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed on by the parties on its subject matter. This Agreement supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Agreement cannot be modified or changed except by written instrument signed by all the parties hereto. Nothing in the Agreement is intended to disclaim the representations made to Franchisee in the Franchise Disclosure Document.

23.10. HEADINGS. Section numbers and headings are used in this Agreement for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

23.11. GENDER. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Agreement or any provision may require.

23.12. CONSTRUCTION. The provisions of this Agreement shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

23.13. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Agreement. This Agreement shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

23.14. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

23.15. FEES AND EXPENSES.

A. If Franchisor elects, in its sole discretion, to employ an attorney or any other person or firm to render any advice or services or to serve notice and/or demand on Franchisee on account of any overdue payment of any kind, any breach by Franchisee of this Agreement or any other agreement between the parties, including preparation of default notices, Franchisee shall pay immediately on demand all such fees, costs and expenses incurred by Franchisor in addition to any related late fees, interest and other charges.

B. If a party commences any action or proceeding to enforce the terms of this Agreement, to prevent a breach of this Agreement, or to obtain a declaration of rights or obligations under this Agreement, or commences any other action or proceeding relating to this Agreement or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

23.16. NOTICES. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (a) when delivered in person; (b) one business day after transmission by facsimile or other electronic system; or (c) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Franchisor: High Rise Goodies Restaurant Group, Inc.
1875 Century Park East, Suite G
Los Angeles, California 90067

If to Franchisee: _____
_____
_____

or to any other address for Franchisee in Franchisor's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

23.17. RIGHTS CUMULATIVE. All rights, options, elections, powers and remedies of Franchisor under the provisions of this Agreement are cumulative of each other and of every other right, option, election, power or remedy which Franchisor may otherwise have at law, in equity, under this Agreement, and under any other agreements and instruments relating to this Agreement. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Franchisor may have upon a default by Franchisee under this Agreement.

23.18. FRANCHISEE'S LIABILITY.

A. In this Agreement, the term "Franchisee" shall refer to each person signing this Agreement as Franchisee, whether the signer is a spouse, partner, shareholder, member, trustee, trustor or beneficiary or other person named as included in Franchisee or other form of participant (collectively, "Participants"), and shall apply to each such Participant as if he, she or it were the only named Franchisee. If Franchisee is a married couple, both spouses signing this Agreement shall be liable for all obligations and duties of Franchisee as if each spouse were the sole Franchisee. If Franchisee is a partnership or if more than one person signs this Agreement as Franchisee, each partner or signer shall be liable for all obligations and duties of Franchisee. If Franchisee is a trust, each trustee, trustor and beneficiary signing this Agreement shall be liable for all obligations and duties of Franchisee. If Franchisee is a corporation or limited liability company, all shareholders or members, as the case may be, signing this Agreement shall be liable for all obligations and duties of Franchisee as if each such shareholder or member were the sole franchisee. If Franchisee is an entity, each of its owners shall, concurrently with signing this Agreement, sign Franchisor's standard form guaranty, pursuant to which all obligations and duties of Franchisee are guaranteed by such individuals.

B. If Franchisee breaches or defaults under this Agreement, Franchisor may proceed directly against each such Participant without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee or Participant. The obligations of Franchisee and each such Participant shall be joint and several. Notice to or demand on one Participant shall be deemed notice to or demand on Franchisee and all such Participants and no notice or demand need be made to or on all such Franchisees or Participants. The cessation of or release from liability of Franchisee or any such Participant shall not relieve any other Franchisee or Participant from liability hereunder, except to the extent that the breach or default has been remedied or monies owed have been paid.

23.19. GUARANTY. Franchisee shall cause each Participant to execute Franchisor's standard form guaranty.

23.20. EXCLUSIVE REMEDY FOR LACK OF CONSENT. Franchisee shall have no right to, and shall not, make any claim, and Franchisee waives any claim, for money damages, set off, counterclaim or defense, based on any claim that Franchisor unreasonably withheld or unreasonably delayed consent or approval to a proposed act by Franchisee. Franchisee's sole and exclusive remedy for any such claim shall be an action or proceeding to enforce the provision or for specific performance or declaratory judgment.

24. ADDITIONAL ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES.

24.1. RISK. Franchisee acknowledges that the success or other results of the business contemplated by this Agreement is speculative and depends on Franchisee's efforts, ability as an independent business person, active participation in the daily operations of the business, and other factors. Franchisor makes no representation or warranty express or implied as to potential success or other results of the business contemplated by this Agreement.

24.2. OTHER AGREEMENTS. Franchisee acknowledges and agrees that Franchisor may, and shall have the right to, offer to and to enter into franchise agreements in the future on terms different from this Agreement, including, but not limited to, terms that may be more or less favorable to Franchisor, the applicable franchisee or both.

24.3. RESOURCES. Franchisee represents and warrants that Franchisee has financial and other resources sufficient to enable Franchisee to perform under this Agreement.

24.4 EXAMINATION OF DOCUMENTS. Franchisee acknowledges, represents and warrants that Franchisee has had a full opportunity to read and examine Franchisor's Franchise Disclosure Document and this Agreement, and to consult with legal, financial and other advisors regarding this Agreement, the business venture contemplated by this Agreement, and the risks and potential benefits of the venture.

Franchisee Initials: ☐

FRANCHISEE	FRANCHISOR
	HIGH RISE GOODIES RESTAURANT GROUP, INC. a California corporation
_____	By:_____
_____ Print Name	Name:_____ Title:_____

EXHIBIT C

CONTRACT MANAGEMENT ADDENDUM

Contract Management Addendum to Franchise Agreement

This Addendum to Franchise Agreement (this "Addendum") is made and entered into on _____, 20__, by and between High Rise Goodies Restaurant Group, Inc., a California corporation ("Franchisor"), and _____, a(n) _____ whose address is _____ _____ ("Franchisee"), with reference to the following facts:

Recitals

Franchisor and Franchisee are entering into a written Franchise Agreement (the "Agreement") dated the same date as this Addendum. The parties want to modify the Franchise Agreement's terms, to reflect that the franchise is for a building or other location where Franchisee will operate a restaurant, pursuant to arrangements negotiated or to be negotiated between Franchisor and the location owner or landlord. Accordingly, the parties have agreed as follows:

Agreement

25. LOCATION. Sections 2.2 through 2.8 are deemed to be deleted from the Agreement. If the Restaurant Location is not identified in Section 2.1 when the Agreement is signed, then after Franchisor has entered into an agreement with a building owner or landlord for the operation of a Restaurant at a particular location, and Franchisor and Franchisee have agreed that Franchisee will operate the restaurant at that location, then that location shall be identified in Section 2.1 and shall be deemed to be the Restaurant Location.

26. RELOCATION. Sections 3.2 and 3.3 are deemed to be deleted from the Agreement, and are replaced with the following:

> 3.2. Relocation. In the event of the loss of the right or consent to operate at the Restaurant Location, or if at any time the location owner or landlord objects to Franchisee continuing to operate the Restaurant there, without fault of Franchisee, then Franchisor shall attempt to identify a new location for Franchisee, and shall consent to relocation to an alternate location acceptable to Franchisor. Any such relocation shall be at Franchisee's sole expense. Franchisee acknowledges that relocation may not be possible before expiration of the term of this Agreement, or at all; that any new location may not be comparable to the old; and that relocation, if possible, could involve a substantial interruption in operating a restaurant until a new location is identified and prepared. Franchisee releases Franchisor and its affiliates, and their respective officers, directors, agents and employees from any loss of right or consent to operate at the location, and further agrees not to hold any of them liable for any such event during the term of this Agreement or thereafter.
>
> 3.3. Acknowledgment. Franchisee acknowledges that the right to locate any restaurant at a particular location, may be derived from an agreement between Franchisor (or an entity affiliated with Franchisor) and the owner or lessee of the location where the Restaurant is located; that agreement may be modified or terminable by the owner and/or landlord at any time and on short or no notice; and/or the owner or landlord may object to Franchisee operating there; and that modification, termination or objection by the owner or landlord may therefore result in the need for relocation and resulting disruption and interruption to

Franchisee or adjustment to the franchise operations (such as if the owner or landlord requests that the operations be converted to some other format).

27. Section 4.1 of the Agreement is deemed to be deleted and replaced with the following:

> 4.1. NO EXCLUSIVITY. This Agreement does not include any territory or marketing exclusivity. Franchisor shall have the right to operate or grant franchises or licenses to others to operate restaurants under the Franchisor Marks or any other marks anywhere, regardless of how close they are to the Restaurant Location; to sell products and other items to anyone and anywhere (even in the facilities where Franchisee operates), including pre-packaged products identified by the Franchisor Marks or other marks, whether or not such Franchisor Marks are authorized for use by Franchisee, as well as other products or services under the Franchisor Marks and other trademarks and service marks. Franchisor shall have the right to use other channels of distribution, such as the Internet, telemarketing, catalog sales, other direct marketing sales and other means to advertise, sell and distribute products to anyone and anywhere; and to other restaurants (regardless of who owns or operates them), and to advertise to and solicit prospective customers regardless of geographic location. Franchisor shall have no obligation to compensate Franchisee for any sales made through these methods or any other methods.

28. TERM. Section 5.1 is deleted and replaced with the following:

> 5.1. TERM. Unless terminated sooner pursuant to Section 5.2, the effectiveness of the Agreement begins when signed by both parties. The Agreement shall continue in effect for a term of _____ years, starting on the date when both parties have signed the Agreement, or, if later, the date when a location for the Restaurant is filled in Section 2.1, and lasting until the anniversary of that date corresponding with the number of years stated above in this Section 5.1.

29. NO RENEWAL RIGHT. Sections 6.1 through 6.9 are deemed to be deleted. Franchisee has no right to renew or extend the Agreement prior to or at its expiration. Renewal or extension, if any occurs, may be on any terms or whatever terms the parties may agree to in writing at the time; and it is possible the parties may not elect to or be able to agree on renewal terms.

30. FEE. Section 7.1 is deleted and replaced with the following:

> 7.1. FRANCHISE FEE. On signing this Agreement, Franchisee shall pay to Franchisor an initial franchise fee of _____ thousand dollars ($__,000). This fee shall be deemed to be fully earned by Franchisor on signing this Agreement, and is not refundable, except as expressly provided in this Agreement.

31. TERMINATION. Sections 19.2(D) and 19.2(H) are deemed to be deleted from the Agreement.

32. TRANSFER. A new Section 20.10 is added to the Agreement, reading as follows:

20.10. NO RIGHT TO TRANSFER. Franchisee acknowledges that the relationship established by this Agreement, including consideration of the relationship with the building or location owner or landlord, are particularly personal to Franchisee; Franchisor may refuse to consent to a proposed assignment, in Franchisor's sole subjective judgment, for any reason or no reason, including any subjective reason(s), and Franchisor may also elect to consult with the building or location owner or landlord and may refuse to consent based on input or preferences of such building or location owner or landlord.

33. MISCELLANEOUS. Defined terms not defined in this Addendum shall have the meanings provided for in the Agreement. In any conflict or inconsistency between the Agreement and this Addendum, the provisions of this Addendum shall control.

Executed on the date first written above:

FRANCHISEE

_____

_____
Print Name

FRANCHISOR

HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation

By:_____

Name:_____

Title:_____

EXHIBIT D

SUBLEASE

SUBLEASE

1. Parties. This Sublease, dated, for reference purposes only, _____, 20___, is made by and between HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation ("Sublessor") _____ and _____ ("Sublessee").

2. Premises. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and on all the terms and conditions stated herein, that certain real property situated in the County of _____, State of _____, commonly known as _____ and described as _____. Said real property, including the land and all improvements thereon, is referred to in this Sublease as the "Premises".

3. Term.

3.1 Term. The term of this Sublease shall be for _____ commencing on _____ ("Commencement Date"); provided, however, that in the event neither Sublessor nor Sublessee has possession of the Premises when this Sublease is executed, the Commencement Date shall be the date on which Master Lessor (as defined below) delivers possession of the Premises to Sublessor pursuant to the Master Lease (as defined below). Unless terminated earlier pursuant to any provision of this Sublease, this Sublease shall terminate upon the first to occur of (a) the expiration of the term of this Sublease, or (b) the termination of the Master Lease.

3.2 Delay in Commencement. Notwithstanding the terms of paragraph 3.1 above, if for any reason Sublessor cannot deliver possession of the Premises to Sublessee on the Commencement Date, Sublessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Sublease or the obligations of Sublessee hereunder or extend the term hereof, but in such case Sublessee shall not be obligated to pay rent until possession of the Premises is tendered to Sublessee; provided, however, that if Sublessor shall not have delivered possession of the Premises within sixty (60) days from the Commencement Date, Sublessee may, at Sublessee's option, by notice in writing to Sublessor within ten (10) days thereafter, cancel this Sublease, in which event the parties shall be discharged from all obligations hereunder. If Sublessee occupies the Premises prior to the Commencement Date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the Commencement Date or the termination date of this Sublease, and Sublessee shall pay rent for such period at the initial monthly rate set forth below.

3.3 Termination of Franchise Agreement. Sublessor and Sublessee are parties to that certain Franchise Agreement ("Franchise Agreement") pertaining to the operation of a "TRIMANA", "TRIMANA EXPRESS", "TRIMANA FRESH MARKET", "GOT SOUP!", "SALAD GOT SOUP", "TACOLIMON", "PASTABENNE" and/or "PIZZABENNE" restaurant at the Premises as designated in the Franchise Agreement. If, for any reason, the Franchise Agreement terminates, Sublessor may, at its option, terminate this Sublease by delivering written notice to Sublessee within ninety (90) days after the date on which the Franchise Agreement terminates. In the event Sublessor exercises such option, this Sublease shall terminate on the date set forth in Sublessor's termination notice; provided, however, that in the event such notice does not specify a termination date, then this Sublease shall terminate ten (10) days after Sublessee's receipt of such notice. The provisions of this paragraph 3.3 shall not limit, prejudice or affect in any way any rights and remedies available to Sublessor under this Sublease, at law or in equity (including, without limitation, the rights and remedies specified in paragraph 13.2) as a result of the occurrence of any Event of Default (as defined below).

3.4 Option to Renew. In the event this Sublease terminates on the last day of the term of the Master Lease and Sublessor has an option under the Master Lease to extend the term of the Master Lease, then Sublessee shall have an option to extend the term of this Sublease for the same length of time as the extended term of the Master Lease; provided, however, that if the term of the Franchise Agreement terminates prior to the termination date of the extended term of the Master Lease, then the extended term of this Sublease shall terminate on the date on which the term of the Franchise Agreement terminates. In order to exercise its option to extend the term of this Sublease, Sublessee must notify Sublessor in writing of its election no sooner than twelve (12) months, and no later than six (6) months, prior to the last date on which Sublessor may elect to extend the term of the Master Lease pursuant to the terms of the Master Lease. Sublessee shall not have the right to extend this Sublease at any time during which Sublessee is in default under this Sublease. Any extension of the term of this Sublease shall be on the same terms and conditions contained in this Sublease.

4. Rent.

4.1 Rental Amount. For each calendar month or partial calendar month during the term of this Sublease, Sublessee shall pay to Sublessor as base rent for the Premises an amount equal to _____% of the base rent payable by Sublessor under the Master Lease for such calendar month. Such amount shall be paid by Sublessee in advance, on the first day of each month during the term hereof (notwithstanding that base rent may be due on a different day of the month under the Master Lease). Sublessee acknowledges that, since Sublessee's base rent is _____% of the base rent payable under the Master Lease, on each increase in the base rent under the Master Lease, Sublessee's base rent under this Sublease will increase by an amount equal to _____% of such rental increase under the Master Lease. In addition to the base rent and other amounts payable by Sublessee under this Sublease, and without limiting Sublessee's obligations under paragraph 7.3 of this Sublease, Sublessee shall pay to Sublessor all operating expenses, property taxes, insurance premiums, common area maintenance charges, parking charges, and all other costs, expenses and charges payable by Sublessor under the Master Lease. Sublessee shall pay such amounts to Sublessor at least ten (10) days prior to the date that Sublessor must pay such amounts under the Master Lease. Sublessee acknowledges that such costs, expenses and charges may increase from time to time during the term of this Sublease. Sublessee shall pay Sublessor on the execution hereof $_____ as base rent for the first (1st) month of the term of this Sublease. Base rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing.

5. Security Deposit. Sublessee shall deposit with Sublessor upon execution hereof $_____ as security for Sublessee's faithful performance of Sublessee's obligations hereunder. On each increase in rent under this Sublease, Sublessee shall increase the security deposit by an amount equal to such increase in rent. If Sublessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Sublease, Sublessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Sublessor may become obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer thereby. If Sublessor so uses or applies all or any portion of said deposit, Sublessee shall within ten (10) days after written demand therefore deposit cash with Sublessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Sublessee's failure to do so shall be a material breach of this Sublease. Sublessor shall not be required to keep said deposit separate from its general accounts. If Sublessee performs all of Sublessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Sublessor, shall be returned, without payment of interest or other increment for its use to Sublessee (or at Sublessor's option, to the last assignee, if any, of Sublessee's interest hereunder) at the expiration of the term hereof, and after Sublessee has vacated the

Premises. No trust relationship is created herein between Sublessor and Sublessee with respect to said Security Deposit.

6. Use.

6.1 Use. The Premises shall be used and occupied only to operate a "TRIMANA", "TRIMANA EXPRESS", "TRIMANA FRESH MARKET", "GOT SOUP", "SALAD GOT SOUP", "TACOLIMON", "PASTABENNE" or "PIZZABENNE" restaurant (as granted by the Franchise Agreement) and for no other purpose. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant of the building containing the Premises, which shall tend to disturb such other tenants.

6.2 Existing Title; Condition of Premises. Sublessee hereby accepts the Premises subject to all municipal, county, state, federal and other laws, statutes, ordinances, codes, rules and regulations governing and regulating the use of the Premises and subject to all existing liens, encumbrances, charges, covenants, conditions, restrictions, easements, rights of way and other matters which are of record or apparent by an inspection or survey of the Premises, and accepts this Sublease subject thereto and to all matters disclosed thereby. Sublessee acknowledges and agrees that (a) it is leasing the Premises in its "as-is" condition based on its own inspection, investigation and evaluation, (b) Sublessor has made no representations or warranties, express or implied, concerning the Premises, and (c) all such representations and warranties are expressly disclaimed by Sublessor.

6.3 Compliance with Law. Sublessee shall comply with all laws, statutes, ordinances, codes, rules and regulations of all federal, state, county, municipal and other governmental authorities and all recorded covenants, conditions and restrictions which may be applicable from time to time to the Premises or Sublessee's use or occupancy of the Premises.

7. Master Lease.

7.1 Master Lease. Sublessor is the lessee of the Premises or has assumed the obligations of the Master Lease by virtue of a lease ("Master Lease"), a copy of which is attached hereto as Exhibit A, dated _____, 20__ wherein _____ ("Master Lessor") is the lessor.

7.2 Priority of Sublease. This Sublease is and shall be at all times subject and subordinate to the Master Lease.

7.3 Assumption of Obligations. During the term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Sublessee hereby expressly assumes and agrees to perform and comply with, for the benefit of Sublessor and Master Lessor, each and every obligation of Sublessor under the Master Lease (including both monetary and non-monetary obligations), *except* for the obligations of Sublessor in the following provisions of the Master Lease: (a) the provisions in the Master Lease pertaining to the payment of base rent (excluding the payment of operating expenses, taxes, insurance premiums, common area maintenance charges, parking charges and any other charges which may be characterized as rent under the Master Lease, it being agreed that all such charges are included within Sublessee's Assumed Obligations and shall be paid by Sublessee), any security deposit, and any late fees, and (b) the provisions in the following paragraphs of the Master Lease [write "none" if none specified]:_____.

7.4 Sublessee's Assumed Obligations/Sublessor's Remaining Obligations. The obligations that Sublessee has assumed under paragraph 7.3 hereof are hereinafter referred to as the "Sublessee's Assumed

Obligations". The obligations that Sublessee has *not* assumed under paragraph 7.3 hereof are hereinafter referred to as the "Sublessor's Remaining Obligations".

7.5 Incorporated Master Lease Provisions. All terms and conditions of the Master Lease which provide rights, remedies and benefits for the Master Lessor ("Incorporated Master Lease Provisions") are incorporated into this Sublease by this reference and shall inure to the benefit of Sublessor with the same force and effect as if such terms and conditions were set forth in this Sublease. For purposes of this Sublease, references to "Landlord", "Lessor" or any similar word in the Incorporated Master Lease Provisions shall be deemed to mean the Sublessor, and references to "Tenant", "Lessee" or any similar word in the Incorporated Master Lease Provisions shall be deemed to mean the Sublessee. Whenever the consent or approval of the Master Lessor is required under the Master Lease, Sublessee shall also be required to obtain the consent or approval of Sublessor. Whenever notice must be given to Master Lessor under the Master Lease, Sublessee shall concurrently deliver such notice to Sublessor. Notwithstanding any terms to the contrary in this Sublease, Sublessor does not assume, and shall have no responsibility for the performance of, the obligations of Master Lessor under the Master Lease. Sublessor shall cooperate with any reasonable actions taken by Sublessee to enforce the obligations of Master Lessor under the Master Lease; provided, however, if such cooperation by Sublessor requires an expenditure of money by Sublessor (such as for the payment of attorneys' fees and other costs and expenses), Sublessor shall not be required to cooperate with Sublessee until Sublessee pays to Sublessor, in advance, the costs that will be incurred by Sublessor (as determined by Sublessor in its reasonable judgement). Sublessee shall not have any rights under any renewal options, options to purchase, rights of first refusal or any similar options and rights under the Master Lease. Except as expressly provided in paragraph 3.4 of this Sublease, Sublessee shall not have the right to extend the term of this Sublease, notwithstanding that the term of the Master Lease may extend beyond the term of this Sublease.

7.6 Termination of Master Lease. If for any reason the Master Lease terminates, this Sublease shall terminate concurrently therewith, without any liability whatsoever on the part of Sublessor (Sublessee hereby agreeing to assume all risks associated with any termination of the Master Lease).

7.7 Conflicts. In the event this Sublease and the Master Lease contain different requirements or obligations with respect to a particular subject matter, Sublessee shall, to the extent possible, take whatever action is necessary to comply with both the terms of the Master Lease and the terms of this Sublease. If such compliance is not possible, Sublessor shall specify in writing the requirements and obligations which must be satisfied or performed by Sublessee.

8. Consent of Master Lessor. In the event the Master Lease requires Sublessor to obtain the consent of Master Lessor to any subletting by Sublessor, the failure of Sublessor for any reason to obtain Master Lessor's consent shall not affect the validity or enforceability of this Sublease. Notwithstanding the foregoing, if Sublessee's possession of the Premises is terminated because of the failure of Sublessor for any reason to obtain Master Lessor's consent to this Sublease, then this Sublease shall terminate without any liability whatsoever on the part of Sublessor (Sublessee hereby agreeing to assume all risks associated with the failure to obtain such consent).

9. Alterations. Without limiting or affecting any of Sublessee's Assumed Obligations (including, without limitation, any of Sublessee's Assumed Obligations pertaining to alterations, additions, modifications or improvements to the Premises), Sublessee shall not make any alterations, additions, modifications or improvements to the Premises without Sublessor's prior written consent, which consent may be granted or withheld by Sublessor in Sublessor's sole and absolute discretion.

10. Assignment and Subletting. Sublessee shall not, whether voluntarily, involuntarily, by operation of law or otherwise (a) assign, pledge, encumber or otherwise transfer this Sublease or (b) sublet the Premises or any part thereof, without in each instance obtaining the prior written consent of Sublessor, which consent may be granted or withheld by Sublessor in Sublessor's reasonable discretion, and any attempt to do so without such consent shall be void and a material breach of this Sublease. If required under the Master Lease, Sublessee shall also obtain the consent of Master Lessor. Without limiting the circumstances under which Sublessor may withhold consent, Sublessor shall be deemed to have acted reasonably in withholding its consent if (a) Sublessor does not consent to any corresponding transfer or assignment of the Franchise Agreement, or (b) the assignee, transferee or sublessee intends to use the Premises for a purpose other than the operation of a "TRIMANA", "TRIMANA EXPRESS", "TRIMANA FRESH MARKET", "GOT SOUP!", "SALAD GOT SOUP", "TACOLIMON", "PASTABENNE" or "PIZZABENNE" restaurant, as applicable. Use or occupancy of the Premises by a licensee, concessionaire, or any other person other than Sublessee shall be deemed a sublease subject to the provisions of this paragraph. If Sublessee is a corporation, partnership, limited liability company or other entity, the dissolution of Sublessee or the transfer (by one or more transactions) of a majority interest in Sublessee shall be deemed an assignment subject to the provisions of this paragraph. Notwithstanding any assignment or sublease, Sublessee shall remain fully liable for the payment of rent and for the performance of all the other obligations of Sublessee contained in this Sublease. Any act or omission of an assignee or subtenant, or anyone claiming under or through any assignee or subtenant, that violates any of the obligations of this Sublease shall be deemed a violation of this Sublease by both the violating party and Sublessee. The consent by Sublessor to any assignment or sublease shall not relieve Sublessee or any person claiming through or under Sublessee of the obligation to obtain the consent of Sublessor (and, if required under the Master Lease, Master Lessor), pursuant to the provisions of this paragraph, to any future assignment or sublease.

11. Indemnification and Exculpation. Sublessee shall indemnify, defend (with counsel reasonably acceptable to Sublessor), protect and hold harmless Sublessor from and against any and all claims, demands, liabilities, obligations, damages, causes of action, judgments, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from (a) any accident, injury or damage occurring on or about the Premises; (b) Sublessee's use or occupancy of the Premises or the conduct of any business conducted thereon, (c) any breach or default by Sublessee in the full and prompt performance of Sublessee's obligations under this Sublease (including, without limitation, Sublessee's Assumed Obligations), or (d) any act, omission, negligence or wilful misconduct of Sublessee, or of Sublessee's directors, officers, partners, successors, assigns, employees, agents, representatives, contractors, licensees or invitees. Sublessee, as a material part of the consideration to Sublessor for Sublessor's execution of this Sublease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause and Sublessee hereby waives all claims in respect thereof against Sublessor. The provisions of this paragraph shall survive the expiration or termination of this Sublease.

12. Insurance.

12.1 Property Insurance. In the event Sublessee's Assumed Obligations include the obligation to obtain casualty insurance for the premises, Sublessee shall, throughout the term of this Sublease, at Sublessee's sole cost and expense, keep all improvements constituting a part of the Premises insured against loss or damage by fire and other casualties in accordance with the requirements of the Master Lease.

12.2 Liability Insurance. Sublessee shall procure and maintain, throughout the term of this Sublease, at Sublessee's sole cost and expense, comprehensive general liability insurance and product liability insurance with a combined single limit of at least Two Million Dollars ($2,000,000) per occurrence. Such policy shall specifically include, without limitation, personal injury, advertising injury, products/completed operation, broad form property damage and contractual liability coverage, the last of

which shall cover the insuring provisions of this Sublease and the performance by Sublessee of the indemnity agreements of Sublessee in this Sublease.

12.3 Workers' Compensation. Sublessee shall procure and maintain, throughout the term of this Sublease, at Sublessee's sole cost and expense, workers' compensation and employer's liability insurance in such amounts as may be required by law.

12.4 Additional Coverages. Sublessee shall procure and maintain, throughout the term of this Sublease, at Sublessee's sole cost and expense, such additional or increased insurance policies, coverages and liability amounts as may be required under the Master Lease and/or the Franchise Agreement.

12.5 No Obligation of Sublessor. Sublessor shall have no obligation whatsoever with respect to procuring any insurance regarding the Premises or the use of the same.

12.6 Waiver of Subrogation. To the extent, and only to the extent, Master Lessor has released Sublessor and waived such right of recovery against Sublessor, Sublessor and Sublessee each hereby release the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under the casualty insurance described in paragraph 12.1 (whether obtained by Sublessee or Master Lessor), which perils occur in, on or about the Premises, whether due to the negligence of Sublessor or Sublessee or their agents, employees, contractors and/or invitees. In the event Sublessee is required to obtain the casualty insurance pursuant to paragraph 12.1, Sublessee shall, upon obtaining the policies of insurance required thereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Sublease.

12.7 Policy Requirements. Sublessor and Master Lessor shall be designated as additional insured parties on any insurance policy required by this paragraph 12 ("Required Policies"). On or before the Commencement Date, Sublessee shall deliver to Sublessor fully paid-for policies or certificates of insurance for the Required Policies, in form satisfactory to Sublessor, issued by the insurance company or its authorized agent. Sublessee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Sublessee shall deliver to Sublessor and Master Lessor such renewal policy at least twenty (20) days before the expiration of any existing policy. All policies shall (a) be issued by companies of recognized responsibility, acceptable to Sublessor, maintaining a rating of A:XII or better in Best's Insurance Reports--Property--Casualty (or an equivalent rating on any successor index adopted by Best's), and licensed to do business in the State in which the Premises are located, and (b) provide that they cannot be cancelled or modified unless Sublessor and Master Lessor are given at least twenty (20) days' prior written notice of such cancellation or modification; provided, however, if the Master Lease and/or the Franchise Agreement contain additional or more stringent requirements than those set forth in clauses (a) and (b) above, Sublessee shall also comply with such requirements. Sublessor may from time to time increase the policy amounts to be maintained by Sublessee for the insurance policies referred to in this paragraph 12, or require Sublessee to carry additional insurance policies, as Sublessor deems necessary in order to maintain adequate insurance coverage.

12.8 Sublessor's Right to Obtain Insurance. If Sublessee fails or refuses to procure or to maintain insurance as required by this paragraph 12 or fails or refuses to furnish Sublessor with proof that the insurance has been procured and is in full force and effect, Sublessor shall have the right, but not the obligation, after five (5) days' notice to Sublessee, to procure and maintain such insurance. Any premiums paid by Sublessor for such insurance, together with interest thereon from the date of payment at the Interest Rate (as defined below), shall be payable by Sublessee to Sublessor on demand.

13. Default.

13.1 Events of Default. Sublessee shall be in default under this Sublease upon the occurrence of any of the following events ("Events of Default"):

(a) Failure of Sublessee to pay rent or to make any other payment of money as required under this Sublease when due (including, without limitation, any payments due under Sublessee's Assumed Obligations), if such failure continues for a period of one (1) day after such payment is due.

(b) Failure of Sublessee to perform any covenant or agreement of Sublessee under this Sublease (including, without limitation, Sublessee's Assumed Obligations) other than for the payment of rent or other sums of money, if such failure continues for ten (10) days after receipt by Sublessee of written notice from Sublessor of such failure; provided, however, that if such failure is curable and is of such a nature that its cure cannot be completed within such period, no Event of Default shall be deemed to have occurred if Sublessee commences such cure within such period and diligently prosecutes the same to completion as reasonably promptly thereafter as possible.

(c) Abandonment by Sublessee of the Premises.

(d) A default by Sublessee under the Franchise Agreement or any lease, sublease, contract for sale of assets, promissory note, security agreement or other document or instrument relating in any manner to the transactions contemplated under the Franchise Agreement or the sale of any business related thereto (as such documents and instruments may be amended or modified from time to time), whether between Sublessee and Sublessor or executed by Sublessee in favor of Sublessor or otherwise, and whether now in existence, executed concurrently herewith, or executed in the future.

(e) The making by Sublessee of any general assignment for the benefit of creditors; the filing by or against Sublessee of a petition to have Sublessee adjudged a bankrupt or of a petition for liquidation or reorganization or rehabilitation or rearrangement under any law relating to bankruptcy or insolvency whether now existing or hereafter enacted, except where the filing of such a petition is against Sublessee and it is dismissed within twenty (20) days after filing; the adjudication of Sublessee as a bankrupt or insolvent; the appointment of a trustee or receiver to take possession of all or substantially all of Sublessee's assets located at the Premises or of Sublessee's interest in this Sublease where possession is not restored to Sublessee within twenty (20) days after such appointment; the attachment, execution or other judicial seizure of substantially all of Sublessee's assets located at the Premises or of Sublessee's interest in this Sublease, where such attachment, execution or seizure is not discharged within twenty (20) days.

13.2 Sublessor's Remedies. Upon the occurrence of an Event of Default, Sublessor may, at Sublessor's option and without limiting Sublessor in the exercise of any other rights or remedies which it may have under this Sublease (including, without limitation, any rights or remedies under the Incorporated Master Lease Provisions), at law or in equity by reason of such default, exercise any or all of the following rights and remedies:

(a) The right to terminate this Sublease, in which event Sublessee shall immediately surrender the Premises to Sublessor and, if Sublessee fails to do so, Sublessor may, without prejudice to any other remedy which it may have, enter upon and take possession of the Premises and expel or remove Sublessee and any other person who may be occupying the Premises or any part of the Premises, and Sublessor may recover from Sublessee the following:

(i) The worth at the time of award of any unpaid rent which has been earned at the time of such termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Sublessee proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Sublessee proves could have been reasonably avoided; and

(iv) Any other amount necessary to compensate Sublessor for all the detriment proximately caused by Sublessee's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom.

As used in subparagraphs (i) and (ii) above, the "worth at the time of award" shall be computed by allowing interest at the lesser of ten percent (10%) per annum or the highest rate permitted by law. As used in subparagraph (iii) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) The right without declaring this Sublease ended to re-enter the Premises, take possession thereof, remove all persons therefrom and occupy or lease the whole or any part thereof for and on account of Sublessee and upon such terms and conditions and for such rent as Sublessor may deem proper and to collect such rent or any other rent that hereafter may become payable. Should Sublessor relet the Premises as provided above, Sublessor may execute any lease or sublease either in its own name or in the name of Sublessee, but Sublessee shall have no right or authority whatsoever to collect any rent from the new tenant. The proceeds of any such reletting shall be applied by Sublessor as Sublessor in its sole and absolute discretion sees fit. Nothing contained herein shall be construed as obligating Sublessor to relet the whole or any part of the Premises.

(c) The right, without terminating this Sublease, to bring an action or actions to collect rent and other charges hereunder which are from time to time past due and unpaid or to enforce any other provisions of this Sublease imposing obligations on Sublessee; it being understood that the bringing of any such action or actions shall not terminate this Sublease until written notice of termination is given.

13.3 Interest. Any amount due to Sublessor not paid when due shall bear interest from the date due until such amount is paid at a rate (the "Interest Rate") equal to the lesser of (i) the maximum rate per annum permitted by law or (ii) 10% per annum. Payment of such interest shall be made when such delinquent amount is paid and shall not excuse or cure any default by Sublessee under this Sublease.

13.4 Late Charge. Sublessee hereby acknowledges that late payment by Sublessee to Sublessor of rent and other sums due hereunder will cause Sublessor to incur costs not contemplated by this Sublease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Sublessor by the terms of the Master Lease. Accordingly, if any installment of rent or any other sum due from Sublessee shall not be received by Sublessor or Sublessor's designee within five (5) days after such amount shall be due, Sublessee shall pay to Sublessor, in addition to any interest payable by Sublessee pursuant to paragraph 13.3, a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Sublessor will incur by reason of late payment by Sublessee. Acceptance of such late charge by Sublessor shall in no event constitute a waiver of Sublessee's

default with respect to such overdue amount, nor prevent Sublessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) installments of rent or other sums due hereunder during any one-year period, then notwithstanding paragraph 4.1 or any other provision of this Sublease to the contrary, rent shall, at Sublessor's option, become due and payable quarterly in advance.

13.5 Sublessor's Right to Cure Sublessee's Defaults. Upon the expiration of the applicable period for curing any default, Sublessor may, at Sublessor's election, but without obligation to do so, take any action Sublessor deems necessary to cure such default, and Sublessee shall pay to Sublessor upon demand the amount of any payments made by Sublessor in connection therewith, together with the reasonable costs of any such performance or compliance. No such action taken by Sublessor shall constitute a waiver of any default or of any remedy for any default or render Sublessor liable for any loss or damage resulting from any such action taken by Sublessor.

14. Hazardous Material.

14.1 Compliance with Hazardous Materials Laws. Sublessee shall, and Sublessee shall cause all employees, agents, subtenants, contractors and subcontractors of Sublessee and any other persons from time to time present on or occupying the Premises to, keep and maintain the Premises in compliance with, and not cause or knowingly permit the Premises to be in violation of, any applicable Hazardous Materials Laws (as defined below). Neither Sublessee nor any employees, agents, subtenants, contractors or subcontractors of Sublessee or any other persons occupying or present on the Premises shall use, generate, manufacture, place, store, release, discharge or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Materials (as defined below).

14.2 Notices. Sublessee shall immediately advise Sublessor in writing of: (a) any notices received by Sublessee (whether such notices are from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of the violation or potential violation of any applicable Hazardous Materials Laws occurring on or about the Premises; (b) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any Hazardous Materials Laws; (c) all claims made or threatened by any third party against Sublessee or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "Hazardous Materials Claims"); and (d) Sublessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any Hazardous Materials Claims. Sublessor shall have the right, but not the obligation, to join and participate in, if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and Sublessee shall pay to Sublessor, upon demand, all attorneys' and consultants' fees incurred by Sublessor in connection therewith.

14.3 Indemnity. Sublessee shall be solely responsible for, and shall indemnify, defend (with counsel reasonably acceptable to Sublessor), protect and hold harmless Sublessor, its employees, agents, successors and assigns from and against, any claim, demand, lawsuit, loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, placement, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials on, under or about the Premises, including, without limitation: (a) claims of third parties (including governmental agencies) for injury or death to any person or for damage or destruction of any property; (b) claims for response costs, clean-up costs, costs and expenses of removal and restoration, including fees of attorneys and experts, and costs of determining the existence of Hazardous Materials and reporting same to any governmental agency; (c) any and all other claims for expenses or obligations, including attorneys' fees, costs, and other expenses;

(d) any and all penalties threatened, sought or imposed on account of a violation of any Hazardous Materials Laws; and (e) all fees of any consultants, attorneys and engineering firms retained in connection with monitoring the obligations of Sublessee under this Sublease.

14.4 Remediation. Sublessee, at its sole cost and expense, shall, with due care, in a safe manner and in accordance with all applicable laws, detain the spread of, ameliorate and remove from the Premises any Hazardous Materials contamination located on or beneath the Premises and monitor or cause to be monitored the levels of Hazardous Materials on, under or about the Premises or in the ground water in accordance with the terms and procedures required by any federal, state or local governmental agency having jurisdiction including, without limitation, any Regional Water Quality Control Board and the Environmental Protection Agency.

14.5 Definitions. As used in this Sublease, the term "Hazardous Materials" shall mean (a) petroleum or petroleum products (including, without limitation, crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), polychlorinated bipheynols (PCBs), asbestos, urea formaldehyde foam insulation, and radon gas; (b) any substance defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste," "waste," "special waste," "toxic substance," "toxic pollutant," "contaminant" or "pollutant," or words of similar import, under any applicable Hazardous Materials Laws; (c) infectious materials and other regulated medical wastes; (d) any substance which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental entity; and (e) any other substance, material or waste the presence of which requires investigation or remediation under any Hazardous Materials Laws. As used in this Sublease, the term "Hazardous Materials Laws" shall mean all federal, state and local statutes, laws, rules, regulations, ordinances, codes, policies and rules of common law now or from time to time in effect and in each case as amended, and any judicial or administrative interpretation thereof, relating to the environment, health or safety.

14.6 Survival. The provisions of this paragraph 14 shall survive the expiration or termination of this Sublease.

15. Miscellaneous.

15.1 Notice of Claim. If Sublessee discovers any fact, event or other matter which constitutes a breach of this Sublease, omission, misrepresentation, fraud or other actionable misconduct by Sublessor arising from this Sublease, any disclosure provided to Sublessee at any time or any aspect of the relationship between Sublessor and Sublessee, then Sublessee shall provide a detailed written notice to Sublessor of the matter within 90 days of the discovery. Sublessee's failure to provide this notice within this time shall waive the claim. The 90-day notice period in this paragraph shall reduce and shall not enlarge any statute of limitations for any claim or potential claim.

15.2 Limits on Remedies.

(a) Both Sublessor and Sublessee waive the right, if any, to obtain any award for exemplary or punitive damages from the other in any judicial or other proceeding arising out of or in any way related to this Sublease, the execution of this Sublease, any claim relating to representations allegedly made or omitted in entering into this Sublease or any other aspect of the relationship between the parties or the persons or other entities affiliated with the parties.

(b) No action shall be maintained by Sublessee to enforce any alleged liability of Sublessor for any matter arising out of or in any way related to this Sublease, the execution of this Sublease, any claim relating to representations allegedly made or omitted in entering into this Sublease or any other aspect of the relationship between the parties or the persons or other entities affiliated with the parties unless brought before the expiration of one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged liability.

15.3 Successors and Assigns. Except as otherwise expressly provided in this Sublease, this Sublease shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns.

15.4 Joint and Several Liability. If Sublessee consists of more than one person or entity, then the obligations and liabilities of each such person or entity to Sublessor shall be joint and several among them.

15.5 Governing Law. This Sublease shall be interpreted, construed and governed by the laws of the State in which the Premises are located.

15.6 Venue and Jurisdiction. The parties agree that any suit, action or proceeding arising out of or relating to this Sublease, or the interpretation, performance or breach of this Sublease, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this paragraph shall not be deemed to preclude Sublessor from filing any suit, action or proceeding in any other appropriate forum.

15.7 Entire Sublease. This Sublease contains all of the terms and conditions agreed on by the parties on its subject matter. This Sublease supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Sublease cannot be modified or changed except by written instrument signed by all the parties hereto.

15.8 Headings. Paragraph numbers and headings are used in this Sublease for convenience only and shall not affect the meaning or construction of any provision of this Sublease.

15.9 Gender. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Sublease or any provision may require.

15.10 Construction. The provisions of this Sublease shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

15.11 Severability. If any provision of this Sublease is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Sublease. This Sublease shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

15.12 Counterparts. This Sublease may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

15.13 Fees and Expenses.

(a) If Sublessor elects, in its sole discretion, to employ an attorney or any other person or firm to render any advice or services or to serve notice and/or demand on Sublessee on account of any overdue payment of any kind, any breach by Sublessee of this Sublease or any other agreement between the parties, including preparation of default notices, Sublessee shall pay immediately on demand all such fees, costs and expenses incurred by Sublessor in addition to any related late fees, interest and other charges.

(b) If a party commences any action or proceeding to enforce the terms of this Sublease, to prevent a breach of this Sublease, or to obtain a declaration of rights or obligations under this Sublease, or commences any other action or proceeding relating to this Sublease or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

15.14 Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Sublessor: High Rise Goodies Restaurant Group, Inc.
1875 Century Park East, Suite G
Los Angeles, California 90067

If to Sublessee: _____
_____
_____

or to any other address for Sublessee in Sublessor's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

15.15 General. Submission of this Sublease is not an offer. This Sublease shall become effective only if and when executed by both Sublessee and an authorized officer of Sublessor.

15.16 Review of Sublease. Sublessee acknowledges, represents and warrants that:

(a) Sublessee has read and understands all of this Sublease and all of the other related documents, if any, to be executed by Sublessee concurrently or in conjunction with the execution of this Sublease; and

(b) Sublessee has had the opportunity to obtain advice and consult with professional advisors, like attorneys and accountants, concerning this Sublease, the risks of the business venture contemplated by this Sublease and whether or not to enter into this Sublease.

15.17 Rights Cumulative. All rights, options, elections, powers and remedies of Sublessor under the provisions of this Sublease are cumulative of each other and of every other right, option, election, power or remedy which Sublessor may otherwise have at law, in equity, under the Franchise Agreement, and under any other agreements and instruments relating to the Franchise Agreement. The exercise of one or more

rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Sublessor may have upon a default by Sublessee under this Sublease.

15.18 Waiver. No delay or omission in the exercise of any right or remedy of Sublessor upon any default by Sublessee shall impair such right or remedy or be construed as a waiver of such default.

15.19 Surrender of Premises. Upon the expiration of the term of this Sublease, or upon any earlier termination of such term, Sublessee shall peacefully quit and surrender possession of the Premises to Sublessor in good condition and repair, reasonable wear and tear excepted.

15.20 Right of Entry. Sublessor shall have the right, without prior notice to Sublessee, to enter upon the Premises at any time and from time to time for any purpose; provided, however, that such entry shall not unreasonably interfere with Sublessee's use of the Premises.

15.21 Rules and Regulations. Sublessor may, from time to time, establish reasonable rules and regulations governing Sublessee's use of the Premises. Sublessee hereby agrees to comply with any such rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

SUBLESSOR:

HIGH RISE GOODIES RESTAURANT GROUP, INC.
a California corporation

By: _____

_____
Print Name

_____
Title

SUBLESSEE:

_____

By:_____

_____
Print Name

_____
Title

EXHIBIT E

CONDITIONAL LEASE ASSIGNMENT AGREEMENT

CONDITIONAL LEASE ASSIGNMENT AGREEMENT

This Conditional Lease Assignment Agreement ("Agreement") is made as of this _____ day of _____, 20___, by HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation ("Franchisor"),_____("Franchisee"), and _____("Landlord"), and pertains to the "TRIMANA/TRIMANA EXPRESS/TRIMANA FRESH MARKET/GOT SOUP!/SALAD GOT SOUP/TACOLIMON/PASTABENNE/PIZZABENNE" restaurant (the "Restaurant") located or to be located at _____ (the "Franchise Location"), with reference to the following facts:

A. On _____, 20___, Franchisee and Landlord entered into a lease agreement, a copy of which is attached hereto as Exhibit A, pursuant to which Franchisee leased the Franchise Location from Landlord to operate the Restaurant thereon (the "Lease").

B. On _____, 20___, Franchisor and Franchisee entered into a Franchise Agreement pursuant to which Franchisee obtained a franchise from Franchisor to operate the Restaurant at the Franchise Location.

C. Franchisee desires to conditionally assign the Lease to Franchisor on the terms and conditions in this Agreement.

Accordingly, the parties agree as follows:

1. Assignment. Franchisee conditionally assigns to Franchisor all of Franchisee's right, title and interest in and to the Lease. This assignment shall become effective and unconditional only on Franchisor's exercise of the option described in paragraph 2 subsequent to the occurrence of any of the following events:

(a) If Franchisee shall be in default in the performance of any term of the Lease, unless such default is cured within the period required in the Lease or within 10 days following written demand given by Franchisor to Franchisee, whichever is sooner;

(b) The occurrence of any act which results, or could result, in the termination of the Franchise Agreement, or the occurrence of any default by Franchisee in the performance of its obligations under the Franchise Agreement or any lease, sublease, promissory note, security agreement or other document or instrument relating in any manner to the transactions contemplated under the Franchise Agreement, whether between Franchisee and Franchisor or executed by Franchisee in favor of Franchisor or otherwise, whether now in existence, executed concurrently herewith, or executed in the future;

(c) If Franchisee has an option to renew or extend the Lease and fails or elects not to do so within the time period specified in the Lease for such renewal or extension (the last day of such time period being referred to herein as the "Renewal Deadline"), after having been requested in writing by Franchisor to do so; or

(d) Franchisee's sale of Franchisee's entire right, title and interest in and to the Restaurant operated at the Franchise Location.

2. Exercise of Option by Franchisor. Upon Franchisor's determination that any one or more of the events in paragraphs 1(a), 1(b), 1(c) and 1(d) have occurred, Franchisor may, at its option, elect to accept the assignment described in paragraph 1 and make such assignment effective and unconditional by delivering written notice (the "Option Notice") to Franchisee and Landlord of its exercise of such option. Franchisor's exercise of such option shall be sufficient in and of itself to permit and require Landlord to recognize Franchisor as the assignee of Franchisee's right, title and interest in and to the Lease.

3. Consent to Assignment. Landlord irrevocably consents to the assignment described in paragraph 1. This consent shall remain in effect during the entire term of the Lease and any and all renewals or extensions of the Lease. The Lease shall not be amended or modified without Franchisor's prior written consent, and in no event shall Franchisor be bound by any amendment or modification thereof unless Franchisor has consented in writing thereto. The Franchise Location shall not be sublet by Franchisee without Franchisor's prior written consent.

4. Assumption. Upon Franchisor's delivery of the Option Notice to Franchisee and Landlord, Franchisor shall, within ten (10) business days after receiving a written request from Landlord, deliver to Landlord a written assumption of the obligations of Franchisee under the Lease which accrue after the date of such assumption.

5. Further Assignment. Franchisor shall have the right, concurrently with or at any time after the delivery of the Option Notice, to assign its rights and obligations under this Agreement and the Lease to a new franchisee selected by Franchisor to operate the Restaurant. In such event, the new franchisee shall assume the obligations of Franchisor under this Agreement and the Lease, and Franchisor shall thereupon be released from all obligations and liabilities under this Agreement and the Lease which accrue after the date of such assumption.

6. No Obligations of Franchisor Prior to Exercise of Option. Landlord acknowledges and agrees that the assignment of the Lease to Franchisor pursuant to this Agreement shall not, in the absence of an affirmative assumption in writing by Franchisor of Franchisee's obligations under the Lease pursuant to paragraph 4, be deemed to impose any obligation or liability upon Franchisor with respect to the Lease. Landlord agrees to give written notice to Franchisor of any default by Franchisee under the Lease. Franchisor shall have the right, but not the obligation, to cure such default within thirty (30) days after the later to occur of (a) Franchisor's receipt of Landlord's written notice of default or (b) the last day of Franchisee's cure period, if any, under the Lease. If Franchisee fails to exercise any option to extend or renew the Lease as described in paragraph 1(c), Landlord agrees that Franchisor may renew or extend the Lease in accordance with the terms of the Lease by delivering to Landlord, within thirty (30) days after the Renewal Deadline, the Option Notice and notice of Franchisor's election to renew or extend the term of the Lease.

7. Termination of Rights of Franchisee. Upon Franchisor's delivery of the Option Notice to Franchisee and Landlord, (a) Franchisee shall no longer be entitled to the use or occupancy of the Franchise Location, and (b) all of Franchisee's rights with respect to the Lease shall, in all respects, terminate.

8. Vacate Franchise Location. Franchisee shall vacate the Franchise Location within three (3) days after Franchisee's receipt of the Option Notice. If Franchisee fails or refuses to do so, then, in addition to all other rights and remedies available to Franchisor, Franchisor shall have the right to enter and take possession of the Franchise Location.

9. Indemnification. Franchisee shall indemnify and hold Landlord and Franchisor harmless from and against any and all losses, costs, expenses (including attorney's fees), damages, claims and liabilities, however caused, resulting directly or indirectly from or pertaining to the exercise by Franchisor and/or Landlord of the rights and remedies granted under this Agreement.

10. Injunction. Franchisee and Landlord recognize the unique value and secondary meaning attached to the "TRIMANA," "TRIMANA EXPRESS," "TRIMANA FRESH MARKET", "GOT SOUP!", "SALAD GOT SOUP", "TACOLIMON", "PASTABENNE" and "PIZZABENNE" trademarks, trade names, service marks, insignia and logo designs and the Franchise Location displaying same and agree that any noncompliance with the terms of this Agreement will cause irreparable damage to Franchisor. Therefore, in the event of any non-compliance with the terms of this Agreement, Franchisor shall be entitled to permanent, preliminary and temporary, mandatory and prohibitory injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

11. Further Acts. The parties agree to execute such other documents and perform such further acts as may be necessary or desirable to carry out the purpose of this Agreement.

12. Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns.

13. Joint and Several Liability. If Franchisee or Landlord consists of more than one person or entity, then the obligations and liabilities of each such person or entity to Franchisor shall be joint and several among them.

14. Governing Law. This Agreement and the legal relations among the parties shall be interpreted, construed and governed by the laws of the state where the Franchise Location is located, without giving effect to any conflicts of laws.

15. Venue and Jurisdiction. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this paragraph shall not be deemed to preclude Franchisor from filing any suit, action or proceeding in any other appropriate forum.

16. Entire Agreement. This Agreement contains all of the terms and conditions agreed on by the parties on its subject matter. This Agreement supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Agreement cannot be modified or changed except by written instrument signed by all the parties hereto.

17. Headings. Paragraph and section numbers and headings are used in this Agreement for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

18. Gender. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Agreement or any provision may require.

19. Construction. The provisions of this Agreement shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

20. Severability. If any provision of this Agreement is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Agreement. This Agreement shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22. Fees and Expenses.

(a) If Franchisor elects, in its sole discretion, to employ an attorney or any other person or firm to render any advice or services or to serve notice and/or demand on Franchisee on account of any breach by Franchisee of this Agreement or any other agreement between the parties, including preparation of default notices, Franchisee shall pay immediately on demand all such fees, costs and expenses incurred by Franchisor in addition to any related late fees, interest and other charges.

(b) If a party commences any action or proceeding to enforce the terms of this Agreement, to prevent a breach of this Agreement, or to obtain a declaration of rights or obligations under this Agreement, or commences any other action or proceeding relating to this Agreement or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

23. Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Franchisor: High Rise Goodies Restaurant Group, Inc.
1875 Century Park East, Suite G
Los Angeles, California 90067

If to Franchisee: _____
_____
_____

If to Landlord: _____
_____
_____

or to any other address for Franchisee in Franchisor's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

24. Review of Agreement. Franchisee acknowledges, represents and warrants that:

(a) Franchisee has read and understands all of this Agreement and all of the other related documents, if any, to be executed by Franchisee concurrently or in conjunction with the execution of this Agreement; and

(b) Franchisee has had the opportunity to obtain advice and consult with professional advisors, like attorneys and accountants, concerning this Agreement, the risks of this Agreement and whether or not to enter into this Agreement.

25. Rights Cumulative. All rights, options, elections, powers and remedies of Franchisor under the provisions of this Agreement are cumulative of each other and of every other right, option, election, power or remedy which Franchisor may otherwise have at law, in equity, under the Franchise Agreement, and under any other agreements and instruments relating to the Franchise Agreement. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Franchisor may have upon a default by Franchisee or Landlord under this Agreement.

26. Waiver. No delay or omission in the exercise of any right or remedy of Franchisor upon any default by Franchisee or Landlord shall impair such right or remedy or be construed as a waiver of such default.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

LANDLORD:

_____

By:_____

_____
Print Name

_____
Title

FRANCHISEE:

_____

By:_____

_____
Print Name

_____
Title

FRANCHISOR:

HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation

By:_____

_____
Print Name

_____
Title

EXHIBIT F

GUARANTY

GUARANTY

This Guaranty ("Guaranty") dated as of _____, 20___, is made by _____ ("Guarantor") to and for the benefit of HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation ("Franchisor").

RECITALS

A. Franchisor and _____ ("Franchisee") are entering into a Franchise Agreement dated _____, 20___ (the "Franchise Agreement") pertaining to the operation of a "TRIMANA / TRIMANA EXPRESS / TRIMANA FRESH MARKET / GOT SOUP! / SALAD GOT SOUP / TACOLIMON / PASTABENNE / PIZZABENNE" restaurant (as designated in the Franchise Agreement) located at _____.

B. In order to induce Franchisor to enter into the Franchise Agreement, Guarantor has agreed to enter into this Guaranty in order to guaranty the obligations of Franchisee under the Franchise Agreement and the other Franchise Documents (as defined below).

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Guaranty.

a. Guaranty of Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay and perform any and all indebtedness and obligations (hereinafter, collectively, the "Guaranteed Obligations") of Franchisee to Franchisor under the Franchise Agreement and every lease, sublease, contract for sale of assets, promissory note, security agreement and other document and instrument relating in any manner to the transactions contemplated under the Franchise Agreement or the sale of any business related thereto (as such documents and instruments may be amended or modified from time to time), whether between Franchisee and Franchisor or executed by Franchisee in favor of Franchisor or otherwise, and whether now in existence, executed concurrently herewith, or executed in the future (hereinafter, collectively, the "Franchise Documents"). The term "Guaranteed Obligations" is used herein in its most comprehensive sense and includes any and all debts, obligations and liabilities of Franchisee to Franchisor (including, without limitation, any and all attorneys' fees, expenses, costs, premiums, charges and accrued and unpaid interest) now existing or hereafter incurred or created, whether voluntarily or involuntarily, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, whether Franchisee may be liable individually or jointly with others, whether recovery upon such indebtedness may be or hereafter becomes barred by any statute of limitations or whether such indebtedness may be or hereafter becomes otherwise unenforceable, and includes Franchisee's prompt, full and faithful performance, observance and discharge of each and every term, condition, agreement, representation, warranty, undertaking and provision to be performed by Franchisee under the Franchise Documents or otherwise. Guarantor agrees that, with respect to the Guaranteed Obligations which constitute monetary obligations, this Guaranty constitutes a guaranty of payment when due and not of collection.

b. Continuing Guaranty. This Guaranty is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guaranty shall remain effective until the Guaranteed

Obligations have been fully paid, performed and discharged as provided in Section 8 and Franchisor has given written notice of that fact to Guarantor.

1. Independent Obligations.

a. Independent Obligations. Guarantor agrees that it is directly and primarily liable to Franchisor, that its obligations hereunder are independent of the Guaranteed Obligations of Franchisee and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Franchisee or whether Franchisee is joined in any such action or actions. Guarantor agrees that any releases which may be given by Franchisor to Franchisee or any other guarantor or endorser shall not release it from this Guaranty.

2. Consents by Guarantor.

a. Consents. Guarantor hereby authorizes Franchisor, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to:

i. Changes in Terms. Renew, compromise, extend, refinance, accept partial payments, accelerate or restructure any of the Guaranteed Obligations or otherwise change the time for payment or the terms of any of the Guaranteed Obligations;

ii. Amendment of Franchise Documents. Waive, amend, rescind, or modify any of the terms or provisions of the Franchise Documents or any agreement or document executed in connection therewith;

iii. Liquidation of Guaranteed Obligations. Settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations, or any part thereof, and any security or collateral therefor in any manner as Franchisor may determine in its sole discretion;

iv. Collateral. Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral;

v. Sale of Collateral. Apply such collateral and direct the order or manner of sale thereof as Franchisor in its sole discretion may determine;

vi. Releases. Release or substitute any one or more endorser(s) or other guarantor(s); and

vii. Assignment. Assign, without notice, this Guaranty in whole or in part and Franchisor's rights hereunder to any one at any time.

b. Non-Release of Guarantor. Guarantor agrees that Franchisor may do any or all of the foregoing in such manner, upon such terms, and at such times as Franchisor, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

3. Waivers.

a. Guarantor's Defenses. GUARANTOR HEREBY WAIVES ANY RIGHT TO ASSERT AGAINST FRANCHISOR AS A DEFENSE, COUNTERCLAIM, SETOFF, CROSSCLAIM OR OTHERWISE, ANY DEFENSE, (LEGAL OR EQUITABLE), COUNTERCLAIM, RIGHT OF SETOFF, CLAIM OR CROSSCLAIM (OTHER THAN PAYMENT IN FULL AND PERFORMANCE IN FULL OF ALL OF THE GUARANTEED OBLIGATIONS AFTER ANY TERMINATION OF THIS GUARANTY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THIS GUARANTY) WHICH GUARANTOR MAY NOW OR AT ANY TIME HEREAFTER HAVE UNDER APPLICABLE LAW, RULE, ARRANGEMENT OR RELATIONSHIP AGAINST FRANCHISEE, FRANCHISOR OR ANY OTHER PARTY.

b. Presentment, etc. GUARANTOR HEREBY WAIVES ALL PRESENTMENTS, DEMANDS FOR PERFORMANCE, PROTESTS, NOTICES OF PROTESTS, NOTICES OF DISHONOR, NOTICES OF DEFAULT, NOTICE OF ACCEPTANCE OF THIS GUARANTY, DILIGENCE, AND NOTICES OF THE EXISTENCE, CREATION OR INCURRENCE OF THE GUARANTEED OBLIGATIONS OR OF NEW OR ADDITIONAL GUARANTEED OBLIGATIONS INCURRED OR CREATED AFTER THE DATE OF THIS GUARANTY, AND NOTICES OF THE PAYMENT, NONPAYMENT, PERFORMANCE OR NONPERFORMANCE OF ALL OR ANY OF THE GUARANTEED OBLIGATIONS, AND ALL OTHER NOTICES OR FORMALITIES TO WHICH GUARANTOR MAY BE ENTITLED UNDER APPLICABLE LAW.

c. Remedies Against Franchisee. GUARANTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 2845 OF THE CALIFORNIA CIVIL CODE WHICH, AMONG OTHER THINGS, PERMITS GUARANTOR (a) TO REQUIRE FRANCHISOR TO PROCEED AGAINST OR SEEK TO ENFORCE ANY REMEDIES AGAINST FRANCHISEE OR ANY OTHER PARTY LIABLE TO FRANCHISOR ON ACCOUNT OF THE GUARANTEED OBLIGATIONS BEFORE PROCEEDING AGAINST GUARANTOR, AND (b) TO REQUIRE FRANCHISOR TO SEEK TO ENFORCE OR RESORT TO ANY REMEDIES WITH RESPECT TO ANY SECURITY INTERESTS, LIENS OR ENCUMBRANCES GRANTED TO FRANCHISOR BY FRANCHISEE OR ANY OTHER PARTY ON ACCOUNT OF THE GUARANTEED OBLIGATIONS BEFORE PROCEEDING AGAINST GUARANTOR. FRANCHISOR MAY PROCEED AGAINST GUARANTOR FOR ANY OF THE GUARANTEED OBLIGATIONS WITHOUT TAKING ANY ACTION AGAINST FRANCHISEE OR ANY OTHER PERSON, FIRM OR FRANCHISEE AND WITHOUT PROCEEDING AGAINST OR APPLYING ANY SECURITY FRANCHISOR HOLDS.

d. Diligence. GUARANTOR HEREBY WAIVES ALL DILIGENCE IN COLLECTION OR PROTECTION OF OR REALIZATION UPON THE GUARANTEED OBLIGATIONS OR ANY THEREOF, ANY OBLIGATION HEREUNDER OR ANY SECURITY FOR OR GUARANTY OF ANY OF THE FOREGOING.

e. Enforcement Rights. GUARANTOR HEREBY WAIVES ANY RIGHT TO DIRECT OR AFFECT THE MANNER OR TIMING OF ENFORCEMENT OF THE RIGHTS OR REMEDIES OF THE FRANCHISOR UNDER THE FRANCHISE DOCUMENTS.

f. Reduction of Guarantor's Obligation. GUARANTOR HEREBY WAIVES ALL RIGHTS AND BENEFITS UNDER SECTION 2809 OF THE CALIFORNIA CIVIL CODE PURPORTING TO REDUCE THE GUARANTOR'S OBLIGATION IN PROPORTION TO THE PRINCIPAL OBLIGATION HEREBY GUARANTEED.

g. Franchisee's Defenses. GUARANTOR HEREBY WAIVES ANY RIGHT TO ASSERT AGAINST FRANCHISOR AS A DEFENSE, COUNTERCLAIM, SET-OFF, CROSSCLAIM OR OTHERWISE ANY DEFENSE (LEGAL OR EQUITABLE), COUNTERCLAIM, RIGHT OF SET-OFF, CLAIM OR CROSSCLAIM WHICH FRANCHISEE OR ANY THIRD PARTY MAY NOW OR AT ANY TIME HEREAFTER HAVE UNDER APPLICABLE LAW, RULE, ARRANGEMENT OR RELATIONSHIP TO THE PAYMENT OR PERFORMANCE OF THE GUARANTEED OBLIGATIONS.

h. Other Provisions of Law. GUARANTOR HEREBY WAIVES ALL OTHER PRINCIPLES OR PROVISIONS OF LAW, IF ANY, THAT CONFLICT WITH THE TERMS OF THIS GUARANTY, INCLUDING, WITHOUT LIMITATION, THE EFFECT OF ANY CIRCUMSTANCES THAT MAY OR MIGHT CONSTITUTE A LEGAL OR EQUITABLE DISCHARGE OF A GUARANTOR OR SURETY.

i. Revocation Rights. GUARANTOR HEREBY WAIVES ALL RIGHTS TO REVOKE THIS GUARANTY AT ANY TIME, AND ALL RIGHTS TO REVOKE ANY AGREEMENT EXECUTED BY GUARANTOR AT ANY TIME TO SECURE THE PAYMENT AND PERFORMANCE OF GUARANTOR'S OBLIGATIONS UNDER THIS GUARANTY. WITHOUT LIMITING THE GENERALITY OF THIS PARAGRAPH, GUARANTOR HEREBY SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 2815, AND ANY SUCCESSOR SECTION, WHICH PERMITS A GUARANTOR TO REVOKE A CONTINUING GUARANTY AT ANY TIME IN RESPECT TO FUTURE TRANSACTIONS, UNLESS THERE IS A CONTINUING CONSIDERATION AS TO SUCH TRANSACTIONS WHICH THE GUARANTOR DOES NOT RENOUNCE.

j. Waivers of Statutory Rights. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISIONS SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, PROTECTIONS, BENEFITS AND DEFENSES WHICH GUARANTOR MAY HAVE NOW OR AT ANY TIME HEREAFTER, ARISING DIRECTLY OR INDIRECTLY, TO FULL PAYMENT OR PERFORMANCE OF THE GUARANTEED OBLIGATIONS PURSUANT TO THIS GUARANTY, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS, PROTECTIONS, BENEFITS AND DEFENSES UNDER CALIFORNIA CIVIL CODE SECTIONS 2808, 2809, 2810, 2819, 2820, 2821, 2839, 2845, 2847, 2848, 2849, 2850 AND 2855, CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 580a, 580b, 580c, 580d AND 726 AND ALL SUCCESSOR STATUTES. GUARANTOR CONSENTS AND AGREES THAT FRANCHISOR SHALL BE UNDER NO OBLIGATION TO MARSHAL ANY ASSETS IN FAVOR OF GUARANTOR, OR AGAINST OR IN PAYMENT OF ANY OR ALL OF THE GUARANTEED OBLIGATIONS.

k. Impairment of Guarantor's Rights by Franchisor. GUARANTOR HEREBY AUTHORIZES AND EMPOWERS FRANCHISOR, IN ITS SOLE DISCRETION, WITHOUT ANY NOTICE TO GUARANTOR WHATSOEVER, TO EXERCISE ANY RIGHT OR REMEDY WHICH FRANCHISOR MAY HAVE, INCLUDING, BUT NOT LIMITED TO, JUDICIAL FORECLOSURE, EXERCISE OF RIGHTS OF POWER OF SALE, WAIVER OF RIGHTS TO COLLATERAL FOR THE GUARANTEED OBLIGATIONS OR TAKING A DEED OR AN ASSIGNMENT IN LIEU OF FORECLOSURE AS TO ANY COLLATERAL IN REAL, PERSONAL OR OTHER PROPERTY WHICH FRANCHISOR MAY HOLD FOR THE GUARANTEED OBLIGATIONS, AND GUARANTOR SHALL BE LIABLE TO FRANCHISOR FOR ANY DEFICIENCY RESULTING FROM THE EXERCISE BY IT OF ANY SUCH REMEDY, EVEN THOUGH ANY RIGHTS WHICH GUARANTOR MAY HAVE AGAINST OTHERS MIGHT BE DESTROYED OR DIMINISHED BY THE EXERCISE OF ANY SUCH

REMEDY. GUARANTOR FURTHER WAIVES ANY DEFENSE ARISING OUT OF THE ABSENCE, IMPAIRMENT OR LOSS OF ANY RIGHT OF REIMBURSEMENT OR SUBROGATION OR OTHER RIGHT OR REMEDY OF GUARANTOR AGAINST FRANCHISEE OR AGAINST ANY SECURITY RESULTING FROM THE EXERCISE OR ELECTION OF ANY REMEDIES BY FRANCHISOR.

l. Statute of Limitations. GUARANTOR SHALL NOT BE RELEASED FROM LIABILITY UNDER THIS GUARANTY IF RECOVERY FROM FRANCHISEE OR FROM ANY OTHER GUARANTOR IS OR HEREAFTER BECOMES BARRED BY ANY STATUTE OF LIMITATIONS OR IF SUCH LIABILITY IS OR BECOMES OTHERWISE ENFORCEABLE. GUARANTOR WAIVES, FORGOES AND AGREES NOT TO TAKE ADVANTAGE OF THE DEFENSE OF THE STATUTE OF LIMITATIONS IN ANY ACTION HEREUNDER OR FOR THE COLLECTION OF THE GUARANTEED OBLIGATIONS.

m. Subrogation Rights. GUARANTOR SHALL HAVE NO RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION OR INDEMNITY AGAINST FRANCHISEE OR ANY OTHER GUARANTOR FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, BY REASON OF ANY PAYMENTS MADE OR ACTS PERFORMED BY GUARANTOR IN COMPLIANCE WITH THE OBLIGATIONS OF GUARANTOR UNDER THIS GUARANTY OR ANY ACTIONS TAKEN BY FRANCHISOR PURSUANT TO THIS GUARANTY OR THE FRANCHISE DOCUMENTS. GUARANTOR IRREVOCABLY WAIVES ALL SUCH RIGHTS, THE RIGHT TO ASSERT ANY SUCH RIGHTS AND ANY RIGHT TO ENFORCE ANY REMEDY WHICH FRANCHISOR NOW OR MAY HEREAFTER HAVE AGAINST FRANCHISEE AND HEREBY IRREVOCABLY WAIVES ANY BENEFIT OF AND ANY RIGHT TO PARTICIPATE IN, ANY SECURITY NOW OR HEREAFTER HELD BY FRANCHISOR, WHETHER ANY OF THE FOREGOING RIGHTS ARISE IN EQUITY, AT LAW OR BY CONTRACT.

n. Civil Code Section 2856 Waiver. GUARANTOR WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY FRANCHISOR, EVEN THOUGH THAT ELECTION OF REMEDIES HAS DESTROYED THE GUARANTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE PRINCIPAL BY THE OPERATION OF SECTION 580d OF THE CODE OF CIVIL PROCEDURE OR OTHERWISE.

4. Subordination.

a. Subordination. Any and all present and future debts and obligations of Franchisee to Guarantor are hereby postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Franchisee to Franchisor. Any instruments now or hereafter evidencing any indebtedness of Franchisee to Guarantor shall be marked with a legend that the same are subject to this Guaranty and, if Franchisor so requests, shall be delivered to Franchisor. Upon the liquidation, bankruptcy, or distribution of any of Franchisee's assets, Guarantor shall assign to the Franchisor all of Guarantor's claims on account of such indebtedness so that Franchisor shall receive all dividends and payments on such indebtedness until payment in full of the Guaranteed Obligations. This Section 5 shall constitute such an assignment if Guarantor fails to execute and deliver such an assignment. All monies or other property of Guarantor at any time in Franchisor's possession may be held by Franchisor as security for any and all obligations of Guarantor to Franchisor, now existing or hereafter arising, whether absolute or contingent, whether due or to become due, and whether under this Guaranty or otherwise. Guarantor also agrees that Franchisor's books and records showing the account between Franchisor and Franchisee shall be admissible in any action or proceeding and shall be binding upon Guarantor for the purpose of establishing the terms set forth therein and shall constitute prima facie proof thereof.

5. Financial Condition of Franchisee.

a. Financial Condition of Franchisee. Guarantor is presently informed of the financial condition of Franchisee and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby covenants that it will continue to keep itself informed of Franchisee's financial condition and of all other circumstances which bear upon the risk of nonpayment and nonperformance. Absent a written request for such information by Guarantor to Franchisor, Guarantor hereby waives its right, if any, to require, and Franchisor is relieved of any obligation or duty to disclose to Guarantor any information which Franchisor may now or hereafter acquire concerning such condition or circumstances.

6. Multiple Guarantors.

a. Multiple Guarantors. If more than one person signs this Guaranty as Guarantor, (a) the term "Guarantor" shall mean each such person, (b) the obligations of each Guarantor shall be joint, several and independent, and (c) this Guaranty shall be construed and enforced as though each Guarantor executed a separate guaranty on the terms set forth in this Guaranty. Franchisor may bring an action against any person signing this Guaranty as Guarantor and otherwise enforce this Guaranty without bringing an action against any other person signing this Guaranty as Guarantor or joining such other person in any such action. Each person signing this Guaranty as Guarantor waives any right to require Franchisor to proceed against any other person signing this Guaranty as Guarantor, and further waives any defense to the enforcement of this Guaranty arising by reason of any discharge or release of any person signing this Guaranty as Guarantor, whether resulting from any act or omission of Franchisor or any other person or by operation of law or otherwise.

7. Termination of Guaranty.

a. Termination of Guaranty. Guarantor's obligations under this Guaranty shall continue in full force and effect and this Guaranty shall not terminate until the Guaranteed Obligations are fully paid, performed and discharged and Franchisor gives Guarantor written notice of that fact. The Guaranteed Obligations shall not be considered fully paid, performed and discharged unless and until all payments by Franchisee to Franchisor are no longer subject to any right on the part of any person whomsoever, including, but not limited to, Franchisee, Franchisee as debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof. The foregoing shall include, by way of example and not by way of limitation, all rights to recover preferences voidable under Title 11 of the United States Bankruptcy Code. In the event that any such payments by Franchisee to Franchisor are set aside after the making thereof, in whole or in part, or settled without litigation, to the extent of such settlement, all of which is within Franchisor's discretion, Guarantor shall be liable for the full amount Franchisor is required to repay plus costs, interest, attorneys' fees and any and all expenses which Franchisor paid or incurred in connection therewith.

8. Events of Default.

a. Events of Default. The following events shall be "events of default" under this Guaranty:

i. If Guarantor shall fail to make any payments required hereunder when due and payable;

ii. If any representation or warranty made by Guarantor herein or in any document, instrument or certificate furnished to Franchisor in connection with the execution and delivery of this Guaranty shall at any time prove to have been incorrect in any material respect as of the time made;

iii. If Guarantor shall fail to observe or perform any covenant, condition, agreement or provision in this Guaranty on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of ten (10) days after written notice, specifying such failure and requesting that it be remedied, has been given to Guarantor by Franchisor; or

iv. If any default shall occur and is continuing under any of the Franchise Documents.

b. Remedies on Default. If an event of default shall occur, then, and in each and every such case during the continuance of such event of default, Franchisor shall have the right to take such actions, at law or in equity, to collect any payments then due and thereafter to become due under this Guaranty or to enforce the performance and observance of any obligation, covenant, agreement or provision contained in this Guaranty to be observed or performed by Guarantor.

c. Expenses on Default. If Guarantor should default under any of the provisions of this Guaranty and Franchisor should employ attorneys or incur other reasonable expenses for the collection of the payments due hereunder, Guarantor shall, on demand therefor, pay to Franchisor the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by Franchisor.

9. Miscellaneous.

a. Interest. All amounts required to be paid to Franchisor by Guarantor pursuant to the provisions of this Guaranty shall bear interest from and including the date upon which such amounts are due, to and excluding the date of payment thereof, at the rate of 10 percent per annum. All payments of such amounts by Guarantor shall include any such accrued interest.

b. Assignment. Neither this Guaranty nor any rights under this Guaranty may be assigned by Guarantor without the prior written consent of Franchisor.

c. Parties in Interest. Nothing in this Guaranty, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Guaranty.

d. Prompt Action. Time is of the essence with respect to each provision of this Guaranty.

e. Further Action. Each party agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guaranty.

f. Independent Obligation. Guarantor agrees that it is directly and primarily liable to Franchisor and that its obligations hereunder are independent of the obligations of Franchisee.

g. Successors and Assigns. Except as otherwise expressly provided in this Guaranty, this Guaranty shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns.

h. Governing Law. This Guaranty shall be interpreted, construed and governed by the laws of California, without giving effect to any conflicts of laws.

i. Venue and Jurisdiction. The parties agree that any suit, action or proceeding arising out of or relating to this Guaranty, or the interpretation, performance or breach of this Guaranty, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this Section shall not be deemed to preclude Franchisor from filing any suit, action or proceeding in any other appropriate forum.

j. Entire Guaranty. This Guaranty contains all of the terms and conditions agreed on by the parties on its subject matter. This Guaranty supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Guaranty cannot be modified or changed except by written instrument signed by Guarantor and Franchisor.

k. Headings. Paragraph and section numbers and headings are used in this Guaranty for convenience only and shall not affect the meaning or construction of any provision of this Guaranty.

l. Gender. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Guaranty or any provision may require.

m. Construction. The provisions of this Guaranty shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

n. Severability. If any provision of this Guaranty is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Guaranty. This Guaranty shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

o. Counterparts. This Guaranty may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

p. Fees and Expenses.

i. If Franchisor elects, in its sole discretion, to employ an attorney or any other person or firm to render any advice or services or to serve notice and/or demand on Guarantor on account of any overdue payment of any kind, any breach by Guarantor of this Guaranty or any other agreement between the parties, including preparation of default notices, Guarantor shall pay immediately on demand all such fees, costs and expenses incurred by Franchisor in addition to any related late fees, interest and other charges.

ii. If a party commences any action or proceeding to enforce the terms of this Guaranty, to prevent a breach of this Guaranty, or to obtain a declaration of rights or obligations under this

Guaranty, or commences any other action or proceeding relating to this Guaranty or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

q. Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Franchisor: High Rise Goodies Restaurant Group, Inc.
1875 Century Park East, Suite G
Los Angeles, California 9067

If to Guarantor: _____
_____
_____

or to any other address for Guarantor in Franchisor's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

r. Review of Guaranty. Guarantor acknowledges, represents and warrants that:

i. Guarantor has read and understands all of this Guaranty and all of the other related documents, if any, to be executed by Guarantor concurrently or in conjunction with the execution of this Guaranty; and

ii. Guarantor has had the opportunity to obtain advice and consult with professional advisors, like attorneys and accountants, concerning this Guaranty, the risks contemplated by this Guaranty and whether or not to enter into this Guaranty.

s. Rights Cumulative. All rights, options, elections, powers and remedies of Franchisor under the provisions of this Guaranty are cumulative of each other and of every other right, option, election, power or remedy which Franchisor may otherwise have at law, in equity, under the Franchise Agreement, and under any other Franchise Documents. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Franchisor may have upon a default by Guarantor under this Guaranty.

t. Waiver. No delay or omission in the exercise of any right or remedy of Franchisor upon any default by Guarantor shall impair such right or remedy or be construed as a waiver of such default.

IN WITNESS WHEREOF, the parties hereto have caused this Guaranty to be duly executed as of the date and year first above written.

GUARANTOR

_____
Print Name

_____
Signature

_____
Title

EXHIBIT G

CONTRACT FOR SALE OF ASSETS

CONTRACT FOR SALE OF ASSETS

This Contract for Sale of Assets ("Agreement") is made as of _____, 20___, between _____, a(n) _____("Seller"), and _____ _____, a(n) _____ ("Buyer").

RECITALS

A. Seller is the owner of certain assets relating to the restaurant business (the "Business") known as _____ located at _____ (the "Property"). Seller desires to sell such assets to Buyer, and Buyer desires to purchase such assets from Seller.

B. Buyer, as franchisee, and High Rise Goodies Restaurant Group, Inc., as franchisor ("Franchisor"), have entered into a Franchise Agreement ("Franchise Agreement") concurrently herewith pursuant to which Buyer has obtained a franchise from Franchisor to operate a "Trimana" or "Trimana Express" "Trimana Fresh Market" or "Salad Got Soup", or "TacoLimon", and/or "Got Soup!", "PastaBenne" or "PizzaBenne" restaurant at the Property. As used in this Agreement, the term "Franchise Documents" means, collectively, the Franchise Agreement and all leases, subleases, promissory notes, security agreements and other documents and instruments to be entered into by Buyer in connection with the transactions contemplated under the Franchise Agreement.

THEREFORE, Buyer and Seller agree, as follows:

1. Sale of Business.

(a) Sale of Business Assets. Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, on the terms and conditions and in the manner set forth in this Agreement, all of Seller's right, title and interest in and to the following personal property assets relating to the Business (collectively, the "Business Assets"):

(i) The furniture, equipment, and other tangible assets (the "Equipment Inventory") shown on the attached Exhibit A;

(ii) All intangible assets, if any, owned by Seller and relating to the operation of the Business (excluding the assets described in paragraph 1(b) below); and

(iii) The trade inventory (the "Trade Inventory") shown on the attached Exhibit B.

(b) Excluded Assets. The Business Assets shall not include, and Seller shall retain all right, title and interest with respect to, the following property: (i) the names and service marks "TRIMANA," "Goodies," "Got Soup!," "Salad Got Soup", "Trimana Express", "Trimana Fresh Market", "TacoLimon", "PastaBenne" and "PizzaBenne", as well as all franchise and other rights relating thereto (however, concurrently herewith, Buyer has entered into the Franchise Agreement which contains the specific rights and conditions under which Buyer may use one or more of the name(s) "TRIMANA," "TRIMANA EXPRESS", "TRIMANA FRESH MARKET", "GOT SOUP!", "SALAD GOT SOUP", "TACOLIMON", "PASTABENNE", or "PIZZABENNE" and related service marks); (ii) any other names associated with the Business and all trademarks, service marks, names, logos and symbols used to identify the Business; (iii) all recipes, preparation methods, operating methods, marketing techniques and other

methods, techniques, formulas, formats, specifications and procedures for operating the Business; and (iv) the fixtures, equipment and other property owned by Seller or third parties described in the attached inventory marked Exhibit C.

2. Purchase Price.

(a) Purchase Price. The purchase price (the "Purchase Price") for the Business Assets, excepting Trade Inventory, shall be _____ _____ Dollars (U.S. $_____).

(b) Payment of Purchase Price. The Purchase Price shall be payable as follows:

(i) No later than one (1) business day after the opening of escrow ("Escrow") with _____ located at _____ _____ (the "Escrow Holder"), Buyer shall deposit into Escrow cash or other immediately available funds (the "Deposit") in an amount equal to $_____. Buyer acknowledges that at Seller's election, the Escrow Holder may be Franchisor. If Franchisor is selected as Escrow Holder, Franchisor shall have the right to accept all funds on behalf of Seller and to deposit any such funds into Franchisor's general business account, which may be commingled with Franchisor's other operating funds.

(ii) Not later than five (5) business days prior to the close of Escrow, Buyer shall deposit into Escrow cash or other immediately available funds in the additional amount of _____ _____ Dollars ($_____).

(iii) The balance of the Purchase Price in the amount of _____ _____ Dollars ($_____) shall be paid by Buyer not later than one (1) business day prior to the close of Escrow (A) in cash or other immediately available funds, or (B) if Seller elects in writing to finance such amount, in the form of a promissory note payable in equal and consecutive monthly installments of _____ Dollars ($_____) beginning _____ (_____) days after the date of closing, including interest at the rate of _____ percent (_____%) per annum, and continuing until _____, 20___, at which time all unpaid principal and accrued interest shall be paid in full. The promissory note shall be secured by a security agreement which creates a first priority lien on the Business Assets and any other assets owned by Buyer. The promissory note and the security agreement described above shall contain terms and conditions reasonably required by Seller.

(iv) The Trade Inventory shall be paid for by Buyer in cash at the close of Escrow, which amount shall be in addition to the amounts paid by Buyer pursuant to paragraphs 2(b)(i), (ii) and (iii). The amount of payment included under this paragraph 2(b)(iv) shall be determined by a physical inventory taken by Seller and Buyer on the closing date. The Trade Inventory shall be valued at Seller's cost.

3. Escrow and Conditions.

(a) Opening of Escrow and Additional Instructions. Buyer and Seller promptly shall cause Escrow to be opened for the consummation of the transactions contemplated by this Agreement by delivering a fully executed copy of this Agreement to the Escrow Holder. If Escrow Holder is someone other than Franchisor, Escrow Holder shall immediately notify Buyer and Seller of the date of opening of Escrow. Buyer and Seller shall execute such additional escrow instructions as reasonably may be required to

consummate the transactions contemplated by this Agreement and as Buyer and Seller may approve, which approval shall not be unreasonably withheld.

(b) Close of Escrow. The close of Escrow shall be the date five (5) business days after Buyer successfully completes the training program required under the Franchise Agreement, or any other date agreed to in writing by the parties; provided, however, that in no event shall the close of Escrow occur any later than _____
_____
_____.

(c) Seller's Conditions to Close of Escrow. The close of Escrow and Seller's obligations to close Escrow under this Agreement are subject to the satisfaction or waiver, not later than close of Escrow (unless otherwise provided), of the following conditions and certain of the obligations of the parties with respect to such conditions are as follows:

(i) Buyer shall have executed and delivered to Seller and Escrow Holder all documents required to be delivered by Buyer to Seller and Escrow Holder, respectively, pursuant to the terms of this Agreement (including, without limitation, the promissory note and security agreement described in paragraph 2(b)(iii)).

(ii) Buyer shall have delivered to Seller and Escrow Holder all funds required to be delivered by Buyer to Seller and Escrow Holder, respectively, pursuant to the terms of this Agreement.

(iii) If Buyer is obtaining financing from a third party for the payment of any portion of the Purchase Price, within thirty (30) days after the opening of Escrow Buyer shall have delivered to Seller a written commitment (the "Loan Commitment") from such third party to provide financing to Buyer, which Loan Commitment shall be in a form and contain terms reasonably acceptable to Seller. Buyer shall use its best efforts to obtain the Loan Commitment within such 30-day period. Seller may, in its sole and absolute discretion, elect to extend (but shall not be obligated to extend) such 30-day period by whatever number of days Seller deems appropriate. At the request of Buyer, Seller shall cause Franchisor to subordinate at the closing any security interest Franchisor may have in the Business Assets to the security interest held by a third party lender, provided that the amount of the loan and the terms and conditions of all related loan documents are acceptable to Seller and Franchisor in their sole and absolute discretion.

(iv) Buyer shall have successfully completed the training program required under the Franchise Agreement prior to close of Escrow. Buyer acknowledges that Franchisor will not commence the training program unless and until the condition in paragraph 3(c)(iii) has been satisfied. At the request of Buyer, Franchisor may permit (but shall not be obligated to permit) Buyer to commence the training program prior to the satisfaction of the condition in paragraph 3(c)(iii) and 3(c)(viii); provided, however, that if for any reason such condition is not satisfied after Buyer commences the training program, then such nonsatisfaction shall be treated as a default by Buyer and the terms of paragraph 6 shall be applicable.

(v) Buyer shall have executed and delivered to Franchisor all of the Franchise Documents (including, without limitation, a sublease if Buyer is subleasing the Property from Seller or Franchisor) and any other documents required by Franchisor.

(vi) Buyer shall have delivered to Franchisor all funds required to be delivered by Buyer to Franchisor pursuant to the terms of the Franchise Documents.

(vii) Buyer shall not be in default under any of the terms of this Agreement or any Franchise Documents.

(viii) If Buyer is subleasing the Property from Seller or Franchisor, the master landlord shall have approved the sublease on terms and conditions acceptable to Seller or Franchisor, as the case may be. Buyer shall provide to the master landlord all financial statements, tax returns and other information that the master landlord may request in connection with its evaluation of the sublease. Buyer shall pay all costs incurred by Seller or Franchisor in obtaining any approvals from the master landlord.

The foregoing conditions are solely for the benefit of Seller and may be waived only by Seller. Seller shall at all times have the right to waive any condition, which waiver or waivers must be in writing to be effective. If Escrow fails to close because (a) any of the conditions in paragraphs 3(c)(i), (ii), (iv), (v), (vi) or (vii) are not satisfied for any reason, or (b) any of the conditions in paragraphs 3(c)(iii) and 3(c)(viii) are not satisfied as a result of Buyer's default under this Agreement, then such nonsatisfaction shall be treated as a default by Buyer and the terms of paragraph 6 shall be applicable. If any of the conditions in paragraphs 3(c)(iii) or 3(c)(viii) are not satisfied for a reason other than the default of Buyer under this Agreement, Seller may, at its option, terminate this Agreement and Escrow by delivering written notice of such termination to Buyer and Escrow Holder. If Seller elects to terminate this Agreement and Escrow in accordance with the terms of the immediately preceding sentence, Buyer shall pay all Escrow cancellation fees and charges. If prior to loan or lease assignment approval or for any reason except termination of training by Seller, Buyer starts and does not satisfactorily complete the training program, Buyer will forfeit the deposit paid to Seller and not seek its return.

(d) Franchisor's Serving as Escrow Holder. In the event Franchisor is selected as Escrow Holder under this Agreement, Franchisor shall act in good faith in resolving disputes with Franchisee and shall use reasonable efforts seeking to effectuate its duties hereunder. Buyer releases Franchisor and shall hold Franchisor harmless with regard to all obligations and duties normally required of an escrow holder. The parties acknowledge that if Franchisor is selected as Escrow Holder, no representation or warranty is made that this constitutes a true or formal escrow.

4. Warranties by Seller. Seller hereby warrants and represents to Buyer that:

(a) Excluding equipment owned by third parties as described in paragraph 1(b)(iv), Seller is the sole owner of the Business Assets, and, to Seller's knowledge, no other person has any claim, right, title or interest in or to the Business Assets, excluding any security interest that may be held by the master landlord or any other security interest that would be disclosed by a search of UCC filings.

(b) Seller has no undischarged obligations affecting the Business Assets being sold pursuant to this Agreement, other than obligations arising in the usual and regular course of business.

(c) Seller has paid, or shall pay (either before or after the closing), all taxes allocable to Seller's operation of the Business prior to closing (excluding any sales taxes payable by Buyer pursuant to paragraph 5(g)(iii)).

(d) To Seller's knowledge, the sale of the Business Assets will not conflict with or violate any agreement or law to which Seller or the Business Assets is subject.

5. Certain Closing and Pre-Closing Obligations.

(a) Delivery of Instruments. Upon the close of Escrow, Seller shall deliver to Buyer:

(i) A bill of sale executed by Seller, conveying to Buyer all the Business Assets; and

(ii) Any other instruments required to transfer to Buyer the ownership of the Business Assets.

(b) License Applications by Buyer. Buyer shall, at Buyer's own expense, within one week after executing this Agreement, apply for the licenses and permits required for the operation of the Business and shall comply with all related laws, if required.

(c) Bulk Sales Notices. Escrow Holder is instructed, at the expense of Seller and Buyer, to determine the applicability of all bulk sales laws and, if necessary, to record and publish all notices required under such laws.

(d) Conduct of Business. Until the close of Escrow, Seller shall continue to operate the Business in the same manner as Seller has operated it in the past. Seller's operation of the Business shall be at no expense to Buyer.

(e) Risk of Loss. Beginning at 12:01 a.m on the closing date, Buyer shall bear all risk of loss, damage, or destruction to the Business Assets.

(f) Prorations. Buyer and Seller shall prorate all real and personal property taxes, as well as all prepaid expenses, on the basis of a 30-day month, as of 12:01 A.M. on the closing date. Buyer shall pay Seller an amount equal to all utility deposits, lease deposits and other deposits transferred to Buyer.

(g) Certain Costs and Expenses. The following costs and expenses incurred in connection with the purchase and sale of the Business Assets shall be borne by Seller and Buyer as follows:

(i) all escrow fees relating to the sale of the Business Assets shall be paid one-half by Buyer and one-half by Seller;

(ii) The costs of obtaining any licenses or permits required by paragraph 5(b) of this Agreement or required by law for the operation of the Business by Buyer shall be paid by Buyer; and

(iii) All sales taxes arising as a result of the sale of the Business Assets to Buyer shall be paid by Buyer.

6. LIQUIDATED DAMAGES. BUYER RECOGNIZES THAT IT WOULD BE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXACT AMOUNT OF DAMAGES WHICH WOULD RESULT IF BUYER SHOULD FAIL TO CLOSE ESCROW. BUYER ACKNOWLEDGES THAT BY ENTERING INTO THIS AGREEMENT AND IN ORDER TO COMPLETE THE ESCROW, SELLER MAY BE REQUIRED TO NOTIFY EMPLOYEES, CREDITORS, SUPPLIERS AND SIMILAR PARTIES; SELLER'S GOODWILL MAY BE AFFECTED; SELLER MAY HAVE ENGAGED THE SERVICES OF ACCOUNTANTS AND ATTORNEYS; SELLER WILL BE REQUIRED TO PUBLISH CERTAIN NOTICES AND WILL BE REQUIRED TO PERFORM OTHER ACTS WHICH WILL PROVE DETRIMENTAL TO SELLER AND ITS BUSINESS SHOULD THE ESCROW NOT CLOSE. THEREFORE, IN THE EVENT ESCROW FAILS TO CLOSE BECAUSE OF A DEFAULT BY BUYER UNDER THIS AGREEMENT OR ANY OF THE FRANCHISE DOCUMENTS, SELLER SHALL BE RELEASED FROM THE OBLIGATION TO SELL THE BUSINESS ASSETS TO BUYER AND MAY PROCEED AGAINST BUYER UPON ANY CLAIM OR REMEDY WHICH SELLER MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS BELOW, BUYER

AND SELLER AGREE THAT SELLER SHALL RETAIN TEN PERCENT (10%) OF THE PURCHASE PRICE AS DEFINED IN PARAGRAPH 2(A) AS ITS LIQUIDATED DAMAGES SUFFERED BECAUSE OF SUCH DEFAULT, AND THAT SUCH AMOUNT CONSTITUTES A REASONABLE ESTIMATE AND AGREED STIPULATION OF SUCH DAMAGES. BUYER ALSO AGREES TO PAY ESCROW CANCELLATION FEES AND CHARGES. BUYER AND SELLER AGREE, AS OF THE DATE HEREOF, THAT THE AMOUNTS PROVIDED HEREIN ARE REASONABLE IF ESCROW FAILS TO CLOSE BECAUSE OF A DEFAULT BY BUYER UNDER THIS AGREEMENT OR ANY OF THE FRANCHISE DOCUMENTS.

IF PRIOR TO LOAN OR LEASE ASSIGNMENT APPROVAL OR FOR ANY REASON EXCEPT TERMINATION OF TRAINING BY SELLER, BUYER STARTS AND DOES NOT SATISFACTORILY COMPLETE THE TRAINING PROGRAM, BUYER WILL FORFEIT TEN PERCENT (10%) OF THE PURCHASE PRICE AND NOT SEEK ITS RETURN.

_____ _____

BUYER SELLER

7. Assignment and Assumption of Contracts.

(a) Assignment of Contracts and Leases. Seller hereby assigns to Buyer, effective as of the closing date, all of Seller's right, title and interest in and to the contracts and agreements (the "Assigned Contracts") described in Exhibit D attached hereto.

(b) Assumption of Obligations. Buyer hereby assumes and agrees to perform, effective as of the closing date, all of Seller's obligations under the Assigned Contracts. However, Buyer shall not be responsible for any accounts payable under the Assigned Contracts that arise prior to the date of closing.

8. Allocation of Liabilities.

(a) Seller's Liabilities. Seller agrees to be liable for any liabilities and obligations relating to the Business that existed prior to the date of closing, except those assumed by Buyer pursuant to this Agreement or any agreements or other documents relating hereto ("Seller's Liabilities and Obligations").

(b) Buyer's Liabilities. Buyer agrees to be liable for all liabilities and obligations relating to the Business other than Seller's Liabilities and Obligations ("Buyer's Obligations and Liabilities), and agrees to indemnify, defend (with counsel acceptable to Seller), protect and hold harmless Seller and Franchisor from and against any and all claims, liabilities, demands, judgments, losses, costs and expenses (including, without limitation, attorneys' fees) that Seller or Franchisor may incur or suffer in connection with or as a result of Buyer's failure to timely perform or discharge any of Buyer's Obligations and Liabilities. Franchisor is a third party beneficiary of the provisions of this paragraph 8(b) and all other provisions of this Agreement which benefit Franchisor, and Franchisor may enforce such provisions against Buyer.

9. Buyer's Investigation. Seller makes no warranties, guarantees or representations of any kind other than those specifically contained herein. Buyer acknowledges and agrees that it has not relied on any representation, warranty or guaranty of Seller in purchasing the Business Assets, and is depending solely on its own investigation of the Business and the Business Assets in making the decision to purchase the Business Assets. Buyer represents that it has had access to the business records, agreements, and physical equipment and property pertaining to the Business and has investigated each to its total satisfaction.

10. Necessary Act. All parties to this Agreement shall perform any and all acts as well as execute any and all documents that may be reasonably necessary to fully carry out the provisions and intent of this Agreement.

11. Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns. Buyer may not assign its rights under this Agreement without the written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion.

12. Joint and Several Liability. If Buyer consists of more than one person or entity, then the obligations and liabilities of each such person or entity to Seller shall be joint and several among them.

13. Governing Law. This Agreement and the legal relations among the parties shall be interpreted, construed and governed by the laws of California, without giving effect to any conflicts of laws.

14. Venue and Jurisdiction. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this paragraph shall not be deemed to preclude Seller from filing any suit, action or proceeding in any other appropriate forum.

15. Entire Agreement. This Agreement contains all of the terms and conditions agreed on by the parties on its subject matter. This Agreement supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Agreement cannot be modified or changed except by written instrument signed by all the parties hereto.

16. Headings. Paragraph and section numbers and headings are used in this Agreement for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

17. Gender. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Agreement or any provision may require.

18. Construction. The provisions of this Agreement shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

19. Severability. If any provision of this Agreement is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Agreement. This Agreement shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

21. Fees and Expenses. If a party commences any action or proceeding to enforce the terms of this Agreement, to prevent a breach of this Agreement, or to obtain a declaration of rights or obligations under this Agreement, or commences any other action or proceeding relating to this Agreement or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

22. Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Seller: _____
_____
_____

If to Buyer: _____
_____
_____

or to any other address for Buyer in Seller's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

23. Review of Agreement. Buyer acknowledges, represents and warrants that:

(a) it has read and understands all of this Agreement and all of the other related documents, if any, to be executed by Seller or Buyer concurrently or in conjunction with the execution of this Agreement; and

(b) it has had the opportunity to obtain advice and consult with professional advisors, like attorneys and accountants, concerning this Agreement, the risks of the business venture contemplated by this Agreement and whether or not to enter into this Agreement.

24. Rights Cumulative. All rights, options, elections, powers and remedies of Seller under the provisions of this Agreement are cumulative of each other and of every other right, option, election, power or remedy which Seller may otherwise have at law, in equity, and under any other agreements and documents relating to the transactions contemplated under this Agreement. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Seller may have upon a default by Buyer under this Agreement.

25. Waiver. No delay or omission in the exercise of any right or remedy of Seller upon any default by Buyer shall impair such right or remedy or be construed as a waiver of such default.

26. The parties acknowledge and agree that they have executed certain documents in the escrow prior to the insertion herein of final figures and dates not now available, such as date of closing, commencement date of interest payments and commencement date of other payments due under all agreements. Escrow Holder is herewith authorized and instructed to insert the same in accordance with escrow instructions at any time up and including the date of closing of Escrow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER	BUYER
_____	_____
By:_____	By:_____
_____	_____
Print Name	Print Name
_____	_____
Title	Title

EXHIBIT H

SECURED PROMISSORY NOTE

SECURED PROMISSORY NOTE

$_____ _____, 20___

FOR VALUE RECEIVED, _____ ("Maker"), hereby promises to pay to HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation ("Holder"), or order, at _____, or at such other place as Holder may from time to time designate in writing, the principal sum of _____ _____ Dollars ($_____), with interest on the unpaid principal balance of this Secured Promissory Note ("Note") from the date of this Note until paid in full at the rate of ___ percent (___%) per annum ("Interest Rate").

1. Payment. Principal and interest under this Note are payable as follows:

(i) On the first day of each month following the date of this Note, Maker shall pay to Holder monthly installments of principal and interest in the amount of _____ Dollars ($_____).

(ii) On _____, the entire unpaid principal balance of this Note, together with accrued interest, shall be due and payable.

2. Prepayment. This Note is prepayable, in whole or in part, at any time by Maker upon thirty (30) days' written notice to Holder; provided, however, that, concurrently with such prepayment, Maker shall pay Holder any prepayment penalties and other charges that will be incurred by Holder under any loan arrangements with its lenders as a result of any corresponding prepayment by Holder of any such loans.

3. Security. This Note is secured by a Security Agreement dated _____, 20__ ("Security Agreement") which encumbers certain personal property described therein.

4. Late Charge and Default Rate. Maker recognizes that any default in the payment of any installment of principal or interest due hereunder will result in losses and additional expenses to Holder in servicing the indebtedness evidenced hereby, handling such delinquent payments and meeting its financial obligations, and that the damages caused thereby would be extremely difficult and impractical to ascertain. Therefore, if any installment of principal or interest due hereunder becomes overdue for a period more than five (5) days, a late charge of ten percent (10%) of the delinquent amount may be charged by Holder, at its option, to defray such losses and expenses. If applicable law requires a lesser charge, the maximum rate permitted by law may be charged. Any late charge that accrues during a month shall be payable on the next monthly payment date. In addition, if Maker fails to pay any amount under this Note when due, the overdue amount shall automatically bear interest at an annual interest rate (in place of the Interest Rate) equal to the Interest Rate plus four percent (4%) per annum. Maker also agrees to pay Holder a $100 processing fee for each late payment received by Holder. Maker agrees that the payment of the late charge and default interest set forth in this Paragraph 4 is a reasonable estimate of the damage to Holder in the event of a late payment. The late fee and default rate of interest provided in this Paragraph shall be payable in addition to all other remedies of Holder hereunder, at law or in equity.

5. Acceleration. If Maker fails to pay any installment of principal or interest within five (5) days after the same is due, or if any other default occurs under this Note, the Security Agreement or

any other Franchise Document (as defined in the Security Agreement), the entire unpaid principal balance, accrued interest and other sums payable hereunder shall, at the option of Holder, become immediately due and payable without demand or notice.

6. Application of Payments; No Setoffs. Each payment hereunder shall be credited first upon interest then accrued and the remainder, if any, upon principal; interest shall cease to accrue upon principal so credited. All sums payable hereunder or under the Security Agreement shall be payable without offset, demand, abatement or counterclaim of any kind or nature whatsoever, all of which are hereby waived by Maker. Principal and interest shall be payable in lawful money of the United States of America.

7. Calculation of Interest Rate. All agreements between Maker and Holder are expressly limited so that in no event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of the maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to Holder for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. In the event performance of any obligation of Maker under this Note, the Security Agreement or any other document referred to herein shall require the payment of interest in excess of such highest lawful rate, then such obligation shall, automatically and retroactively to the date of this Note, be deemed reduced to the highest lawful rate permissible under applicable usury laws. If Holder ever receives as interest an amount which would exceed such highest lawful rate, the amount of excessive interest shall not be applied to the payment of interest, but shall, automatically and retroactively to the act of payment, be applied to the reduction of the unpaid principal balance due hereunder, and, if and to the extent such amount of excessive interest exceeds such principal balance, be immediately returned by Holder to Maker without interest. This provision shall control every other provision of all agreements between Maker and Holder.

8. Waiver. Maker and all other parties who may be directly or indirectly liable hereunder waive (a) presentment, protest and demand, diligence in collection and notice of protest, presentment, demand, dishonor and nonpayment of this Note and (b) any release or discharge arising from any extension of time, discharge of any party liable for payment of this Note, release of any or all of the security for this Note, or other cause of release or discharge other than actual payment in full of this Note.

9. No Waiver. Holder shall not be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Holder and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as a bar to or waiver of any right or remedy as to any subsequent event. No delay or omission of Holder to exercise any right, whether before or after a default hereunder, shall impair any such right or shall be construed to be a waiver of any right or default, and the acceptance at any time by Holder of any past-due amount shall not be deemed to be a waiver of the right to require prompt payment when due of any other amounts then or thereafter due and payable.

10. Severability. Any provision of this Note which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Note.

11. Choice of Law. This Note, and the rights and obligations hereunder of each of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law.

12. Successors and Assigns. The terms, covenants and conditions contained herein shall be binding upon the heirs and successors of Maker and shall inure to the benefit of the successors and assigns of Holder.

13. Costs and Expenses. If any amount under this Note is not paid when due, Maker promises to pay immediately upon demand all costs and expenses of collection, including without limitation actual attorneys' fees, incurred by Holder to enforce the terms of this Note and/or the Security Agreement.

14. Venue and Jurisdiction. Maker agrees that any suit, action or proceeding arising out of or relating to this Note, or the interpretation, performance or breach of this Note, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and Maker irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this paragraph shall not be deemed to preclude Holder from filing any suit, action or proceeding in any other appropriate forum.

15. Assignment. Holder may assign this Note and any security for this Note (or any interest therein) without notice to Maker or the consent of Maker. Maker shall have no right or power to assign or delegate any obligations under this Note.

16. Entire Agreement. This Note contains all of the terms and conditions agreed on by Maker and Holder with respect to the subject matter of this Note. This Note supersedes all prior negotiations, discussions, correspondence and agreements between Maker and Holder on its subject. This Note cannot be modified or changed except by written instrument signed by Maker and Holder.

17. Miscellaneous. If this Note is executed by more than one person or entity as Maker, the obligations of each such person or entity shall be joint and several. Each right, power and remedy of Holder provided in this Note, the Security Agreement, any other document securing this Note or at law, in equity or otherwise shall be cumulative and may be pursued singularly, successively or together at the sole discretion of Holder, and the failure to exercise any such right, power or remedy shall in no event be construed as a waiver or a release thereof.

Time is of the essence with respect to each and every provision hereof in which time is a factor.

MAKER

_____

By:_____

_____
Print Name

_____
Title

EXHIBIT I

SECURITY AGREEMENT

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is made and entered into as of _____, 20__, by and between _____, as debtor (the "Franchisee"), and HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation, as secured party (the "Franchisor").

RECITALS

A. Franchisor has agreed to enter into a Franchise Agreement (the "Franchise Agreement") dated _____, 20___ with Franchisee pertaining to the operation of a TRIMANA, TRIMANA EXPRESS, TRIMANA FRESH MARKET, GOT SOUP!, SALAD GOT SOUP, TACOLIMON, PASTABENNE or PIZZABENNE restaurant (as indicated in the Franchise Agreement) located at _____ (the "Premises").

B. In connection with the transactions contemplated under the Franchise Agreement, the Franchisor has agreed to loan the Franchisee $_____ and the Franchisee has agreed to execute a Secured Promissory Note dated _____, 20__ in favor of the Franchisor to evidence its obligation to repay the loan.

C. In order to induce the Franchisor to enter into the Franchise Agreement [and to make such loan], the Franchisee has agreed to enter into this Security Agreement with Franchisor in order to secure its payment and performance obligations under the Franchise Agreement and all other Franchise Documents (as defined in Section 5.1(d) of this Security Agreement).

AGREEMENT

Accordingly, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF SECURITY INTEREST

1.1 Grant of Security Interest. The Franchisee hereby grants, assigns and transfers to the Franchisor a continuing security interest in all of the Franchisee's right, title and interest in and to the property described in Exhibit A attached hereto and incorporated herein, whether presently held or owned by the Franchisee or hereafter acquired (the "Collateral"), to secure the Secured Obligations (as defined in Section 2.1).

2. SECURED OBLIGATIONS

2.1 Secured Obligations. This Security Agreement secures, and the Collateral is collateral security for, the prompt payment and performance in full when due of all obligations and indebtedness of the Franchisee to the Franchisor under the Franchise Agreement and all other Franchise Documents, whether for principal, interest, fees, expenses, or otherwise, whether now existing or hereafter owing or incurred or created, whether voluntary or involuntary, whether due or not due, or whether absolute or contingent (all such obligations of the Franchisee to the Franchisor are referred to herein as the "Secured Obligations").

3. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Franchisee. The Franchisee hereby represents and warrants to the Franchisor that the following statements are true, correct and complete as of the date of this Security Agreement:

(a) The Franchisee's Address. The Franchisee's place of business or, if it has more than one place of business its chief executive office, is located at _____, _____.

(b) Owner of Collateral. The Franchisee is the true and lawful owner of the Collateral free from any adverse lien, security interest or encumbrance of any kind whatsoever.

(c) Validity and Priority of Security Interest. This Security Agreement creates a valid security interest in favor of the Franchisor in the Collateral which security interest shall, when perfected, be and remain superior and prior in right to all claims of creditors of the Franchisee and to all other security interests, liens and encumbrances in respect of the Collateral.

(d) Name of the Franchisee. Unless the Franchisee notifies the Franchisor in writing to the contrary, the Franchisee does not presently conduct, and has not conducted, its business under any name or style other than its name set forth on the first page of this Security Agreement.

(e) Condition of Collateral. As of the date of this Security Agreement, the Collateral is in good repair, working order and condition and is located at the Premises.

(f) Genuineness of Accounts. Each Account (as defined in Exhibit A) and all documents pertaining thereto are genuine in all respects and reflect a correct statement of bona fide indebtedness incurred by the account debtor and the amount thereof is not subject to any offset, counterclaim or any contingency whatever.

4. COVENANTS

4.1 Covenants by the Franchisee. Until the payment in full of all the Secured Obligations due and owing, the Franchisee hereby covenants with the Franchisor that:

(a) Change of Address. The Franchisee shall notify the Franchisor prior to changing (i) its place of business or its chief executive office from the location set forth in Section 3.1(a) of this Security Agreement, or (ii) its name from the name set forth on the first page of this Security Agreement or its trade name or style, if any.

(b) Condition of Collateral. The Franchisee at all times shall maintain the Collateral in good repair, working order and condition, normal wear and tear excepted, and shall, from time to time, make or cause to be made, all needed and proper replacements, repairs, renewals and improvements so that the efficiency and value of the Collateral shall not be impaired.

(c) Collateral List. The Franchisee at all times shall keep accurate and complete records with respect to the Collateral, including an up-to-date list describing all items of the Collateral in reasonable detail and incorporating serial numbers or other available forms of identification of such items, if available, and agrees that the representatives of the Franchisor shall have the right, at any time during normal business hours or any other reasonable time, and from time to time, to call at the Franchisee's place or places of business where the

Collateral or any part thereof may be held or located or the records pertaining to the Collateral may be kept and to inspect the Collateral and/or examine or cause to be examined such records and to make abstracts therefrom or copies thereof. In addition, the Franchisee shall furnish the Franchisor with periodic reports as to the Collateral, in such form and detail and at such times as the Franchisor may reasonably require.

(d) Additional Filings. The Franchisee shall cooperate with the Franchisor in preparing, executing and filing all financing statements, continuation statements and instruments necessary to provide the Franchisor continuously with a prior perfected security interest in the Collateral. In addition, the Franchisee shall prepare, execute and file certificates of legal ownership and all other required instruments with the California Department of Motor Vehicles pursuant to Sections 6300, et seq., of the California Vehicle Code (the "Vehicle Code") with respect to all items of Collateral which constitute motor vehicles within the meaning of such Vehicle Code evidencing the lien hereof for the purpose of providing the Franchisor with a prior perfected security interest in such items of Collateral and shall obtain such documentation of title as may be issued by the California Department of Motor Vehicles with respect to such items of Collateral and shall deliver the same to the Franchisor. The Franchisee shall furnish to the Franchisor upon request copies of any financing statements, certificates of legal ownership or other instruments creating and perfecting a security interest of the Franchisor in the Collateral.

(e) Collateral Removal or Sale. The Franchisee shall not (i) remove or permit the removal of any item or portion of the Collateral from the Premises, or (ii) sell, trade-in, exchange or otherwise dispose of any item or portion of the Collateral without the prior written consent of the Franchisor.

(f) Collateral Transfer. During the term of this Security Agreement, the Franchisee shall neither assign nor otherwise transfer any of the Collateral to any other person or entity.

(g) Further Encumbrances. During the term of this Security Agreement, the Franchisee shall neither create nor permit to be created any lien, encumbrance or security interest of any kind on any of the Collateral, other than such liens, encumbrances or security interests as may be agreed to by Franchisor in writing.

(h) Collateral to Remain Personal Property. The Franchisee acknowledges and agrees that all of the Collateral is and will remain personal property, notwithstanding the manner of its annexation to any real property and its adaptability to the uses and purposes for which any such real property is now or may hereafter be used, and no present or future real property lease entered into by the Franchisee as lessee will grant the lessor therein any rights to the Collateral or prohibit its removal, whether or not the Franchisee is in default under the lease, and the Franchisee, upon the Franchisor's request, will deliver to the Franchisor such waivers and consents from any such lessor and from any encumbrancer of any real property on which any Collateral may be located as the Franchisor may request.

(i) Defense of Title. The Franchisee, at its sole expense, will appear in and defend any and all actions and proceedings affecting title to the Collateral or any part thereof, or affecting the security interest of the Franchisor therein.

(j) Insurance. The Franchisee shall maintain at all times with respect to the Collateral insurance against risks of fire, so-called extended coverage, sprinkler leakage, and other risks customarily insured against by companies engaged in similar business to that of the Franchisee in amounts, containing such terms, in such form, for such periods and written by such companies as may be satisfactory to the Franchisor with loss payable solely to the Franchisor. All policies of insurance shall provide for a 20-day written cancellation notice to the Franchisor. In the event of failure to maintain such insurance, the Franchisor may, at its option, obtain such insurance as the Franchisor may require at the expense of the Franchisee. The Franchisee

shall furnish to the Franchisor certificates or other evidence satisfactory to the Franchisor of compliance with the foregoing provisions. In the event the Franchisor takes possession of the Collateral, the insurance policy or policies and any unearned or returned premium thereon and the proceeds thereof, shall, at the option of the Franchisor become the sole property of the Franchisor, such policies and the proceeds thereof being hereby assigned to the Franchisor.

(k) Further Assurances. The Franchisee will execute and deliver to the Franchisor any and all additional instruments or documents and do all things which the Franchisor from time to time may reasonably deem necessary or convenient to carry into effect the provisions of this Security Agreement.

5. EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following events is an "Event of Default" hereunder:

(a) Failure to Pay. The Franchisee fails to pay when due any of the Secured Obligations secured by this Security Agreement.

(b) Misrepresentation. Any representation or warranty made by the Franchisee (or any of its officers) in any certificate, instrument, financial statement or other document delivered in connection with this Security Agreement or in this Security Agreement shall be false or misleading in any material respect on or as of the date deemed made.

(c) Default Under Security Agreement. The Franchisee fails to perform or observe any term, covenant or condition contained in this Security Agreement and not otherwise identified as an Event of Default in this Section 5.1, and such failure remains unremedied for 5 days after notice thereof is given to the Franchisee by the Franchisor.

(d) Default Under Other Agreements. The Franchisee fails to perform or observe any of the covenants, terms, provisions, conditions, agreements or obligations arising under the Franchise Agreement or any lease, sublease, contract for sale of assets, promissory note, security agreement or other document or instrument relating in any manner to the transactions contemplated under the Franchise Agreement or the sale of any business related thereto (as such documents and instruments may be amended or modified from time to time), whether between Franchisee and Franchisor or executed by Franchisee in favor of Franchisor or otherwise, and whether now in existence, executed concurrently herewith, or executed in the future (collectively, the "Franchise Documents").

(e) Dissolution; Termination of Business. The election by the Franchisee to dissolve or liquidate the Franchisee or the termination of the business of the Franchisee.

(f) Judgments. Any money judgment, writ of attachment or similar process shall be entered or filed against the Franchisee or any of its properties or other assets which, in the Franchisor's opinion, materially impairs the ability of the Franchisee to meet its obligations to the Franchisor.

(g) Financial Information. The Franchisee fails to provide the Franchisor any financial information within a reasonable time after the request of the Franchisor.

(h) Validity of Security Agreement Contested. This Security Agreement shall cease to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be

contested by the Franchisee, or the Franchisee shall deny that it has any or further liability or obligation under this Security Agreement.

(i) Security Interest. The Franchisee fails to take such action as is necessary to provide the Franchisor continuously with a prior perfected security interest in the Collateral.

(j) Involuntary Proceedings. Without the application or consent of the Franchisee, (i) a receiver, trustee, custodian or similar officer is appointed for the Franchisee or for any substantial part of its property, or (ii) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction is instituted (by petition, application or otherwise) against the Franchisee and such appointment or proceedings remain unstayed or undismissed for a period of 60 days.

(k) Voluntary Proceedings. The Franchisee (i) admits in writing its inability to pay its debts when due, or (ii) makes an assignment for the benefit of creditors, or (iii) applies for or consents to the appointment of any receiver, trustee, custodian, or similar officer for the Franchisee or for any substantial part of its property, or (iv) institutes (by petition, application, or otherwise) or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction against the Franchisee or (v) approves or adopts any resolution or otherwise authorizes action to approve any of the foregoing.

5.2 Remedies upon Event of Default.

(a) Acceleration. Upon the occurrence and during the continuance of an Event of Default under Section 5.1(j) or (k), without further act, all Secured Obligations and all amounts owing under this Security Agreement shall automatically accelerate and become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything herein or in any other Franchise Document to the contrary notwithstanding. Upon the occurrence and during the continuance of an Event of Default under Section 5.1(a), (b), (c), (d), (e), (f), (g), (h) or (i), unless such Event of Default shall have been waived in writing by Franchisor, all Secured Obligations and all amounts owing under this Security Agreement, shall automatically accelerate and become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything herein or in any other Franchise Document to the contrary notwithstanding.

(b) Other Remedies. In addition to the foregoing and all other rights and remedies that the Franchisor may have under applicable law or in equity, upon the occurrence and during the continuance of an Event of Default, the Franchisor shall have, in any jurisdiction where enforcement hereof is sought, all rights and remedies of a secured party under the California Uniform Commercial Code (the "Code") and, in addition, the following rights and remedies, all of which, except as otherwise specified herein or required by law, may be exercised with or without notice to the Franchisee and without affecting the Secured Obligations of the Franchisee or the enforceability of the security interest created hereby:

(i) to foreclose the liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process;

(ii) to secure, protect, insure, inventory, appraise, inspect, repair, preserve, store, prepare, and process, the Collateral and enter upon any premises where any Collateral may be located for any such purpose;

(iii) to require the Franchisee to assemble the Collateral and make it available to the Franchisor at places that the Franchisor may reasonably designate, whether at the premises of the Franchisee or elsewhere;

(iv) to sell, assign, lease or otherwise dispose of any Collateral, or any part thereof, either at public or private sale, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to the Franchisor;

(v) to enter upon any premises where the same may be located and remove therefrom any and all Collateral, and the Franchisor may, at the cost and expense of the Franchisee, use such of its supplies, equipment, facilities and space at the Franchisee's place of business as may reasonably be necessary or appropriate to properly administer, process, store, repair, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and the Franchisor shall be deemed to have a rent-free tenancy of any premises of the Franchisee for such purposes and for such periods of time as reasonably required by the Franchisor;

(vi) to make such payments and do such acts as the Franchisor may deem necessary to protect its security interest in the Collateral and perform any obligation of the Franchisee under this Security Agreement; and

(vii) to exercise all other rights, powers, privileges, and remedies of an owner of the Collateral, all at the Franchisor's sole option and as the Franchisor in its sole discretion may deem advisable.

(c) Possession of Collateral. Upon the occurrence and during the continuance of an Event of Default, the Franchisor shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and the Franchisee hereby expressly consents upon the occurrence of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, revenues, income and proceeds therefrom. Taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by such court.

(d) Sale of the Collateral. Any public or private sale or other disposition of the Collateral may be held at any office of the Franchisor where such sale may be commercially reasonable, or at the Franchisee's place of business, or at any other place permitted by applicable law, and without the necessity of the Collateral being within the view of prospective purchasers. The Franchisor may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, and the Franchisee expressly waives any right to direct the order and manner of sale of any Collateral. The Franchisor or any person on the Franchisor's behalf may bid and purchase at any such sale or other disposition.

(e) Notice of Sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Franchisor will send to the Franchisee reasonable written notice of the date, time and place of any public sale thereof or of the time and date on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given by any of the methods set forth in Section 7.21 at least 5 days before the date of the sale. The Franchisee expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations (other than any publication required by applicable law) except as expressly provided for in this Section 5.2(e).

(f) Nature of Sale. Upon the consummation of any sale of Collateral, the Franchisor shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Franchisee or any other person, and the Franchisee hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereinafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, the Franchisor shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by the Franchisor, and any Collateral so sold may be retained by the Franchisor until the sale price is paid in full by the purchaser or purchasers thereof. The Franchisor shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(g) Cumulative Remedies. The Franchisor shall have the right to enforce one or more remedies hereunder successively or concurrently, and any such action shall not estop or prevent the Franchisor from pursuing any further remedy that it may have hereunder or by law.

5.3 Application of Proceeds. The net cash proceeds resulting from the collection (including any collection of insurance proceeds), liquidation, sale, lease or other disposition of the Collateral shall be applied, first to the reasonable expenses (including, without limitation, attorneys' fees and disbursements) of retaking, holding, storing, processing, repairing and preparing for sale or lease, selling, leasing, collecting, liquidating and the like, and then to the satisfaction of the other Secured Obligations in such order as shall be determined by the Franchisor in its sole and absolute discretion. The Franchisee shall pay to the Franchisor on demand any deficiency with regard thereto that may remain after any sale, disposition, collection or liquidation of the Collateral. Any surplus held by the Franchisor after payment in full of all Secured Obligations shall be remitted to the Franchisee.

6. THE FRANCHISOR APPOINTED ATTORNEY-IN-FACT

6.1 Appointment. The Franchisee hereby irrevocably nominates and appoints the Franchisor as its attorney-in-fact with full power of substitution, for all or any of the following purposes:

(a) Protection of Collateral. To do all acts and things that the Franchisor may deem necessary or advisable to perfect and continue perfected the security interest created by this Security Agreement and, upon the occurrence of an Event of Default, to preserve, process, develop, maintain, repair and protect the Collateral.

(b) Acts Under This Security Agreement. Upon the occurrence of an Event of Default, to do any and every act that the Franchisee is obligated to do under this Security Agreement, at the expense of the Franchisee and without any obligation to do so.

(c) Collateral Documentation. To prepare, sign, file and/or record, for the Franchisee, in the name of the Franchisee, any financing statement, continuation statement, application for registration or like paper, and to take any other action deemed by Franchisor necessary or desirable in order to perfect or maintain perfected its security interest in the Collateral.

(d) Title Transfer. Upon the occurrence of an Event of Default, to sign any certificate of ownership, registration card, application therefor, affidavits or documents necessary to transfer title to any of the Collateral and to receive and acknowledge receipt of all licenses, registration cards and certificates of ownership.

(e) Sign Name of the Franchisee; Other Acts. Upon the occurrence of an Event of Default, to receive, open and dispose of all mail addressed to the Franchisee; to endorse the name of the Franchisee on any notes, acceptances, checks, drafts, money orders or other remittances; to endorse the name of the Franchisee on any invoice, freight or express bill or bill of lading, storage receipt, warehouse receipt or other instrument or document in respect to any account or invoice; to sign the name of the Franchisee to drafts against debtors, assignments or verifications of accounts and notices to account debtors; to station a representative of the Franchisor on the premises of the Franchisee for the purpose of taking any of the actions described in this paragraph, including, but not limited to, taking possession of books and records relating to the accounts referred to herein, and to do all other acts and things necessary or desirable to carry out the intent of this Security Agreement and to preserve and protect the Collateral and the Franchisor's security interest therein; provided, however, that the Franchisor shall be under no obligation whatsoever to take any of the foregoing actions, and, absent bad faith or actual malice, the Franchisor shall have no liability or responsibility for any act taken or omitted to be taken with respect thereto.

7. MISCELLANEOUS

7.1 Expenses. The Franchisee will upon demand pay to the Franchisor the amount of any and all reasonable advances, charges, costs and expenses, including the fees and expenses of its counsel (including the allocated costs of in-house counsel) and of any experts or agents, that the Franchisor may incur in connection with (a) the creation, perfection and continuation of the Franchisor's security interest in the Collateral and the protection of the Collateral, including, without limitation, the discharging of any prior or subsequent lien or adverse claim against the Collateral or any part thereof, (b) the custody or preservation or sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights, powers or remedies of the Franchisor under this Security Agreement, or in equity or by law (including, but not limited to, counsel fees and expenses incurred by the Franchisor in connection with the operation, maintenance or foreclosure of any and all of the Collateral), (d) any workout, restructuring or similar arrangement of the Franchisee, or (e) the failure by the Franchisee to perform or observe any of the provisions of this Security Agreement. Any such amounts payable as provided hereunder or thereunder shall be payable, with interest to the extent provided in Section 7.3, on demand, and shall be additional Secured Obligations secured by the Collateral.

7.2 Indemnity. In addition to the payment of expenses pursuant to Section 7.1, the Franchisee agrees to indemnify, defend, exonerate, pay and hold the Franchisor and the agents of the Franchisor (the "Indemnitees") harmless from and against any and all transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution and delivery of this Security Agreement, and any and all liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, and reasonable costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel, including the allocated costs of in-house counsel, to the Franchisor and expert witness fees and disbursements) for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto, that may be imposed on, incurred by or asserted against such Indemnitee, in any manner arising out of or in connection with this Security Agreement (the "Indemnified Liabilities"). Notwithstanding the foregoing, "Indemnified Liabilities" shall not include liabilities, obligations, losses, damages, penalties, actions, causes of action, judgments, suits, claims, costs, expenses and disbursements to the extent caused by or resulting from the willful misconduct or negligence of any Indemnitee.

Each Indemnitee will promptly notify the Franchisee of each event of which it has knowledge that may give rise to a claim under this Section 7.2. If any investigative, judicial or administrative proceeding arising from any of the foregoing is brought against any Indemnitee indemnified or intended to be indemnified pursuant to this Section 7.2, the Franchisee, to the extent and in the manner directed by the Indemnitee or

intended Indemnitee, will resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Franchisee (which counsel shall be satisfactory to the Indemnitee or intended Indemnitee). Each Indemnitee will use its best efforts to cooperate in the defense of any such action, writ or proceeding. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Franchisee shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities that is permissible under applicable law.

The obligations of the Franchisee under this Section 7.2 shall survive the termination of this Security Agreement and the discharge of the Franchisee's other obligations under the Franchise Documents.

7.3 Interest. All amounts required to be paid to the Franchisor by the Franchisee pursuant to the provisions of this Security Agreement (including, without limitation, pursuant to Sections 7.1 and 7.2 hereof) shall bear interest from and including the date on which such amounts are due, to and excluding the date of payment thereof, at the rate of 10 percent per annum. All payments of such amounts by the Franchisee shall include any such accrued interest.

7.4 Security Interest Absolute. All rights of the Franchisor hereunder, the security interest, and all obligations of the Franchisee hereunder, shall be absolute and unconditional irrespective of:

(a) Invalidity or Unenforceability. Any lack of validity or enforceability of the Franchise Documents, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing.

(b) Amendments or Waivers. Any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any renewal or extension of all or any of the Secured Obligations or any other amendment or waiver of or any consent to any departure from the Franchise Documents or any other agreement or instrument.

(c) Other Circumstances. Any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Franchisee in respect of the Secured Obligations or in respect of this Security Agreement.

7.5 Assignment. Neither this Security Agreement nor any rights or obligations under this Security Agreement may be assigned by the Franchisee without the prior written consent of the Franchisor.

7.6 Parties in Interest. Nothing in this Security Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Security Agreement.

7.7 Prompt Action. Time is of the essence with respect to each provision of this Security Agreement.

7.8 Specific Performance. If any party should default in any of its obligations under this Security Agreement, the parties each acknowledge that it would be impracticable to measure the resulting damages and that it may not be possible to adequately compensate the injured party by monetary damages. Accordingly, without prejudice to the right to seek and recover monetary damages, each nondefaulting party shall be entitled to sue in equity for specific performance of this Security Agreement or other injunctive relief, and each party hereby waives any defense that a remedy in damages would be adequate.

7.9 Further Action. Each party agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Security Agreement.

7.10 Survival of Representations and Warranties. All representations and warranties of the parties contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall continue until any and all Secured Obligations have been paid and performed in full.

7.11 Successors and Assigns. Except as otherwise expressly provided in this Security Agreement, this Security Agreement shall be binding on and shall benefit the parties and their respective heirs, executors, administrators, successors and assigns.

7.12 Joint and Several Liability. If Franchisee consists of more than one person or entity, then the obligations and liabilities of each such person or entity to Franchisor shall be joint and several among them.

7.13 Governing Law. This Security Agreement and the legal relations among the parties shall be interpreted, construed and governed by the laws of California, without giving effect to any conflicts of laws.

7.14 Venue and Jurisdiction. The parties agree that any suit, action or proceeding arising out of or relating to this Security Agreement, or the interpretation, performance or breach of this Security Agreement, may be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this Section shall not be deemed to preclude Franchisor from filing any suit, action or proceeding in any other appropriate forum.

7.15 Entire Security Agreement. This Security Agreement contains all of the terms and conditions agreed on by the parties on its subject matter. This Security Agreement supersedes all prior negotiations, discussions, correspondence and agreements between the parties on its subject. This Security Agreement cannot be modified or changed except by written instrument signed by all the parties hereto.

7.16 Headings. Paragraph and section numbers and headings are used in this Security Agreement for convenience only and shall not affect the meaning or construction of any provision of this Security Agreement.

7.17 Gender. All terms used in any one number or gender shall mean and include any other number and gender as the facts, context or sense of this Security Agreement or any provision may require.

7.18 Construction. The provisions of this Security Agreement shall be interpreted and construed according to their fair meaning and not strictly for or against any party.

7.19 Severability. If any provision of this Security Agreement is invalid or unenforceable in a jurisdiction, either in its entirety or by virtue of its scope or application to a circumstance, that provision shall be deemed modified to the extent necessary to be valid or, if such modification is not possible, that provision shall be deemed to be excised from this Security Agreement. This Security Agreement shall be construed and enforced as if that provision were included as modified or were not included, as the case may be. If the invalidity or unenforceability of a provision exists under the laws of only a particular jurisdiction, this paragraph shall operate on that provision only to the extent that the laws of that jurisdiction apply to the provision.

7.20 Counterparts. This Security Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.21 Notices. All notices and reports permitted or required to be delivered by a party shall be deemed delivered: (i) when delivered in person; (ii) one business day after transmission by facsimile or other electronic system; or (iii) three business days after deposit in the United States Mail by Registered or Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to Franchisor: High Rise Goodies Restaurant Group, Inc.
1875 Century Park East, Suite G
Los Angeles, California 90067

If to Franchisee: _____
_____
_____

or to any other address for Franchisee in Franchisor's books and records. Either party shall have the right to change the address for notice by delivering a notice to the other party in accordance with the provisions of this paragraph.

7.22 Review of Security Agreement. Franchisee acknowledges, represents and warrants that:

(a) Franchisee has read and understands all of this Security Agreement and all of the other related documents, if any, to be executed by Franchisee concurrently or in conjunction with the execution of this Security Agreement; and

(b) Franchisee has had the opportunity to obtain advice and consult with professional advisors, like attorneys and accountants, concerning this Security Agreement, the risks of this Security Agreement and whether or not to enter into this Security Agreement.

7.23 Rights Cumulative. All rights, options, elections, powers and remedies of Franchisor under the provisions of this Security Agreement are cumulative of each other and of every other right, option, election, power or remedy which Franchisor may otherwise have at law, in equity, under the Franchise Agreement and under any other Franchise Documents. The exercise of one or more rights, options, elections, powers or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies Franchisor may have upon a default by Franchisee under this Security Agreement.

7.24 Waiver. No delay or omission in the exercise of any right or remedy of Franchisor upon any default by Franchisee shall impair such right or remedy or be construed as a waiver of such default.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the date and year first above written.

FRANCHISEE:

_____

By:_____

_____
Print Name

_____
Title

FRANCHISOR:

HIGH RISE GOODIES RESTAURANT GROUP, INC.

By:_____

_____
Print Name

_____
Title

EXHIBIT A

Collateral Description

1. Equipment. All equipment (as defined in the California Uniform Commercial Code (the "Code")), machinery, tools, furniture, furnishings, plant fixtures, business fixtures and other fixtures and other storage and office equipment, now owned, leased or held, or hereafter acquired by the Franchisee, wherever located, and all parts thereof and all additions and accessions thereto and replacements thereof and documents therefor, including any documents of title representing any of the above (any and all of the foregoing being the "Equipment");

2. Inventory. All inventory (as defined in the Code) in all of its forms, now owned or held, or hereafter acquired by the Franchisee, wherever located, including, but not limited to (i) all goods (wherever located and whether in the possession of the Franchisee or a bailee or other person for storage, transit, or otherwise) manufactured or assembled or held for sale or lease or to be furnished under any contract of service, or so leased or furnished, and raw materials and work in process, finished and unfinished goods, and materials used or consumed in the Franchisee's business, (ii) all goods which are returned to or repossessed by the Franchisee, and (iii) all additions and accessions thereto and replacements and products thereof, including, without limitation, any documents of title representing any of the above (any and all of the foregoing being the "Inventory");

3. Accounts. All accounts, general intangibles, chattel paper, instruments (each as defined in the Code), and other obligations of any kind, now owned or held or hereafter acquired by the Franchisee, including, without limitation, insurance claims, insurance settlement proceeds, tax refund claims and tax refunds, arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, general intangibles, chattel paper, instruments or obligations, and all books and records relating to any of the foregoing (any and all of the foregoing being the "Accounts");

4. Instruments. All notes and other instruments and any instrument which constitutes a part of chattel paper, and other evidences of indebtedness in which the Franchisee now or hereafter has any interest, to the extent of that interest;

5. Documents. All documents (as defined in the Code) in which the Franchisee now or hereafter has any interest, to the extent of that interest;

6. Chattel Paper. All chattel paper in which the Franchisee now or hereafter has any interest;

7. General Intangibles. All General Intangibles (as hereinafter defined) in which the Franchisee now or hereafter has any interest, to the extent of that interest. "General Intangibles" means any "general intangibles," as such term is defined in the Code, and shall include, without limitation, (a) all patents, patent applications, trademarks, trademark registrations, trade names and trademark applications; (b) license agreements with any other party, whether the Franchisee is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter covered by such licenses; (c) all of the Franchisee's books, records and files, including computer software and tapes and all other forms of electronic information storage; (d) copyrights and other rights in intellectual property; (e) interests in partnerships, joint ventures and other business associations; (f) licenses and permits; (g) trade

secrets, proprietary or confidential information, customer lists, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, and goodwill; (h) claims in or under insurance policies, including unearned premiums; (i) uncertificated securities; (j) deposit accounts; (k) rights to receive tax refunds and other payments; (l) rights of indemnification; and (m) all of the Franchisee's rights under any warranties or guaranties of any kind, including equipment, machinery or services;

8. Contracts. All of the Franchisee's rights under all contracts, undertakings or agreements (other than rights evidenced by chattel paper, documents or instruments) in or under which the Franchisee may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof;

9. Money and Other Personal Property. All money (as defined in the Code) and all other goods and personal property in which the Franchisee has any interest, to the extent of that interest, whether now or hereafter owned or existing, leased, consigned by or to or acquired by the Franchisee and wherever located; and

10. Proceeds and Products. All proceeds and products of the foregoing (including, without limitation, cash proceeds and noncash proceeds resulting from the sale or other voluntary or involuntary disposition thereof or any other realization in respect thereof) and including, but not limited to, all property of any type that is acquired with any cash proceeds, and all guarantees, insurance and rights against sureties the Franchisee may have in connection therewith and all proceeds and products relating thereto or therefrom, and all the Franchisee's right, title and interest in and to additions, accessions, replacements and substitutions to and for the foregoing, and all documents, ledger sheets and files of the Franchisee relating thereto. The term "proceeds" as used herein shall include, without limitation, all accounts, chattel paper, deposit accounts, instruments, equipment, inventory, documents, general intangibles and other proceeds that arise from the sale, lease, transfer or other use or disposition of any kind of any of the Collateral described in the foregoing paragraphs 1 through 9, inclusive, or proceeds, and all proceeds of any type described above acquired with cash proceeds.

EXHIBIT J

GENERAL RELEASE

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this "**Release Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and among HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation (**"Franchisor"**), on the one hand, and _____ a _____ (**"Franchisee"**), and _____ ("**Owner**"), on the other hand, who are collectively referred to in this Release Agreement as the "**Releasing Parties**", with reference to the following facts:

A. Franchisor and Franchisee are parties to that certain Franchise Agreement and related ancillary agreements dated _____ (collectively, the "**Franchise Agreement**") pursuant to which Franchisor granted Franchisee a license (the "**License**") to use one or more of the service marks and trade names "TRIMANA," "TRIMANA EXPRESS," "TRIMANA FRESH MARKET", "GOT SOUP!," "SALAD GOT SOUP," "TACOLIMON," "PASTABENNE," "PIZZABENNE" and other related trademarks, service marks, logos and commercial symbols (the "**High Rise Marks**") and the "**High Rise System**" (the "**System**") in connection with the operation of a restaurant (the "**Restaurant**") located at _____ (the "**Franchised Location**").

B. Franchisee desires to _____.

C. This Release Agreement has been requested at a juncture in the relationship of the parties where Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasing Parties, therefore, gives this Release Agreement as consideration for receiving the agreement of Franchisor to an anticipated change or expansion of the relationship between the parties. Releasing Parties acknowledges that this Release Agreement is intended to wipe the slate clean.

NOW, THEREFORE, IT IS AGREED:

1. **DEFINITIONS**. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, agreements (whether written or oral), covenants, responsibilities, warranties, obligations, contracts (whether oral or written), debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, whatsoever, whether known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, and whether or not asserted, threatened, alleged, or litigated, at law, equity, or otherwise.

1.2 "**Constituents**" means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

1.3 "**Excluded Matters**" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement on and after the date of this Release Agreement.

1.4 "**Franchisor Released Parties**" means Franchisor, HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation, and each of its Constituents.

1.5 "**Losses**" means all damages, debts, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys' fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration.

2. **GENERAL RELEASE AGREEMENT**. Releasing Parties, for themselves and their Constituents, hereby release and forever discharge Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, including, without limitation any and all Claims which relate to the Franchise Agreement, the Restaurant, the System, the License, the Marks, and the Franchised Location, or to any other agreement entered into prior to the Effective Date between Franchisor Released Parties, on the one hand, and Releasing Parties, on the other hand, except for the Excluded Matters and obligations under this Release Agreement. This waiver, release and discharge is effective immediately in its fullest and most comprehensive sense.

3. **WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE**.

3.1 **Section 1542 of the California Civil Code**. Releasing Parties, for themselves and their Constituents, acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 **Waiver**. With respect to those Claims being released pursuant to Section 2, Releasing Parties, for themselves and their Constituents, acknowledge that they are releasing unknown Claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this Section 3, Releasing Parties shall be considered to be creditors of the Franchisor Released Parties, and each of them.

4. **UNKNOWN CLAIMS**. Releasing Parties acknowledge and agree that among the wide and comprehensive range of Claims being waived, released, and discharged by this Release Agreement, they are waiving, releasing, and discharging unknown and unsuspected Claims which, if known or suspected by Releasing Parties to exist in their favor at the time of executing this Release Agreement, may have materially affected Releasing Parties' decision to enter into this Release Agreement. It is understood by Releasing Parties that, after the Effective Date, the facts under which this Release Agreement is entered into may turn out to be other than or different from the facts Releasing Parties knew or believed to be true on the Effective Date. Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects final and effective and not subject to termination or rescission by any such difference in facts.

5. **REPRESENTATIONS AND WARRANTIES**. Releasing Parties hereby represent and warrant that, in entering into this Release Agreement, Releasing Parties: (i) are doing so freely and voluntarily, either upon the advice of counsel and business advisors of Releasing Parties' own choosing, or without such advice because Releasing Parties, free from coercion, duress or fraud, declined to obtain such advice; (ii) have read and fully understand the terms and scope of this Release Agreement; (iii) understand that this Release Agreement is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of their interest, or any contingent interest, in any of the Claims released by this Release Agreement now or in the future, and are aware of no third party who contends or claims otherwise, and shall not purport to assign, transfer, or convey any interest in any such Claim after the Effective Date.

6. **COVENANTS NOT TO SUE**. Releasing Parties hereby irrevocably covenant that they will not, directly or indirectly: (i) commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement; or (ii) assist or encourage any person or entity to investigate, inquire into, commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement.

7. **INDEMNITY**. Without in any way limiting any of the rights and remedies otherwise available to the Franchisor Released Parties, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third-party Claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter released pursuant to this Release Agreement; (ii) the assertion by any third party of any Claim or demand against any Franchisor Released Party which Claim or demand arises directly or indirectly from, or in connection with, any Claims or other matters released pursuant to this Release Agreement; (iii) any breach of representations, warranties or covenants hereunder by Releasing Parties or its Constituents; or (iv) the Franchise Agreement, the Restaurant, the Franchised Location, and/or any and all claims of creditors, customers, vendors, suppliers or invitees of the Restaurant, or other third parties, for obligations incurred and/or acts or omissions to act by Franchisee, both prior to and following the Effective Date.

8. **GENERAL PROVISIONS**.

8.1 **Amendment**. This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties.

8.2 **Entire Agreement**. This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement and supersedes any prior negotiations and agreements, oral or written, with respect to the subject matter of this Release Agreement. The Recitals set forth in Paragraphs A through C of this Release Agreement are true and correct and are incorporated into this Release Agreement as part of this Release Agreement.

8.3 **Counterparts and Electronic Transmission; Electronic Signatures**. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Release Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Release Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement. In addition, this Release Agreement may be signed electronically by the parties and electronic signatures

appearing on this Release Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Release Agreement.

8.4 **Heirs, Successors and Assigns**. This Release Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. In addition, each of Franchisor Released Parties that is not a party shall be a third party beneficiary of this Release Agreement, with the right to enforce this Release Agreement for his, her, or its benefit, whether acting alone or in combination with any other Franchisor Released Party.

8.5 **Interpretation**. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties, and shall have no applicability in construing this Release Agreement or any of its terms. The headings used in this Release Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Release Agreement. As used in this Release Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

8.6 **Severability and Validity**. Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Release Agreement or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

8.7 **Governing Law and Venue**. This Release Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Release Agreement would not be enforceable under the laws of California, and if the Restaurant is located outside of California and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 8.7 is intended by the parties to subject this Release Agreement to any franchise or similar law, rule, or regulation of the state of California to which it would not otherwise be subject. The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought the in Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

8.8 **Authority of Franchisor**. Franchisor represents and warrants that (i) Franchisor has the power and authority to enter into this Release Agreement and to perform its obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individual who executes this Release Agreement on Franchisor's behalf is duly authorized to do so without the approval or consent of any other person or entity.

8.9 **Authority of Releasing Parties**. Releasing Parties represent and warrant that (i) they have the power and authority to enter into this Release Agreement and to perform their obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individuals who execute this Release Agreement on Releasing Parties' behalves are duly authorized to do so without the approval or consent of any other person or entity.

8.10 **No Waiver**. No delay, waiver, omission, or forbearance on the part of any party to exercise any right, option, duty, or power arising out of any breach or default by any other party of any of the terms, provisions, or covenants of this Release Agreement, and no custom or practice by the parties at variance with

the terms of this Release Agreement, shall constitute a waiver by any party to enforce any such right, option, or power as against the other parties, or as to a subsequent breach or default by the other parties.

8.11 **Attorneys' Fees**. If any legal action is brought to enforce the terms of this Release Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, and any and all costs of collection, in addition to any other relief to which that party may be entitled.

8.12 **Further Acts**. The parties agree to execute, acknowledge and deliver to any requesting party, and to procure the execution, acknowledgment and delivery to any requesting party, of any additional documents or instruments which the requesting party may reasonably require to fully effectuate and carry out the provisions of this Release Agreement.

IN WITNESS WHEREOF, the parties to this Release Agreement have executed this Release Agreement as of the Effective Date.

FRANCHISOR:

HIGH RISE GOODIES RESTAURANT GROUP, INC., A California Corporation

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____
A _____

By: _____
Name: _____
Title: _____

OWNER:

_____
_____, an individual

_____
_____, an individual

EXHIBIT K

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OF OPERATING MANUAL

TABLE OF CONTENTS OF OPERATING MANUAL
(As of Dec 31, 2021)

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EXHIBIT L

LIST OF FRANCHISEES AND FRANCHISEES WHO HAVE LEFT THE SYSTEM IN THE 12 MONTHS ENDING ON DECEMBER 31, 2021 / LIST OF CORPORATE AFFILIATED STORE LOCATIONS AS OF DECEMBER 31, 2021

LIST OF TRIMANA FRANCHISEES AS OF DECEMBER 31, 2021

CALIFORNIA				
Burbank	3800 W. Alameda	Burbank, CA 91505	818-526-1600	Trimana of Burbank
Culver City	200 Corporate Point	Culver City, CA	310-641-1255	Steve Khachatryian
Culver City	400 Corporate Point	Culver City, CA	310-641-3200	Steve Khachatryian
El Segundo	2121 Rosecrans, #1320	El Segundo, CA 90245	310-333-0820	Frances Nolan
El Segundo	909 North Sepulveda, #155	El Segundo, CA 90245	310-726-0920	Wansoo Lim*
El Segundo	300 N. Continental Blvd., #110	El Segundo, CA 90245	310-333-0820	Seung Won Noh & Youn Jun Choi
Encino	15821 Ventura Boulevard	Encino, CA 91436	818-385-1238	Joseph Rabbani
Irwindale	44900 Riverglade Rd.	Irwindale, CA 90236	626-3374674	Ari & Salkin Sarkissian
Long Beach	300 Oceangate Blvd., #B-100	Long Beach, CA 90802	562-279-7002	Nikko Pinonka
Los Angeles	10920 Wilshire Boulevard, #110	Los Angeles, CA 90024	310-208-2946	Armine Chelebian
Los Angeles	5757 Century Blvd.	Los Angeles, CA	310-641-0699	Robert and Francis Park
Los Angeles	9841 Airport Blvd.	Los Angeles, CA 90045	310-417-5057	James & Esther Chang*
Los Angeles	11755 Wilshire Blvd.	Los Angeles, CA 90025	213-385-6818	Yang Hai and David Diao
Los Angeles	221 N. Figueroa, #190	Los Angeles, CA 90012	213-977-9338	Hossein & Homa Vameghi
Los Angeles	201 N. LA St., #11	Los Angeles, CA 90012	213-625-2554	Kwan Shin
Los Angeles	1200 West 7th St.	Los Angeles, CA 90017	213-629-3486	Hae Ja Cho
Santa Clarita	28490 Avenue Stanford	Santa Clarita, CA 91355	661-775-7653	Tai Chung*
West Hills	84111 Fallbrook Ave.	West Hills, CA 91304	818-719-8636	James & Janice Kim*

* Five of our existing Trimana franchisees (identified with an asterisk above) have been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana location. In some instances, we may permit franchisees to operate both Trimana and Got Soup! concepts in one facility.

LIST OF TRIMANA EXPRESS FRANCHISES AS OF DECEMBER 31, 2021

CALIFORNIA				
Los Angeles	1139 S. Hill St.	Los Angeles, CA 90015	213-742-6774	Ki Taik & Grace Hyang Lee*

* One of our existing Trimana Express franchisees (identified with an asterisk above) has been permitted to offer Got Soup! foods from their existing location as an add-on to their Trimana Express location. In some

instances, we may permit franchisees to operate both Trimana Express and Got Soup! concepts in one facility.

LIST OF TRIMANA FRESH MARKET FRANCHISES AS OF DECEMBER 31, 2021

CALIFORNIA				
Los Angeles	312 West 5th Street	Los Angeles, CA 90013	213-266-8191	Aung Kohein

LIST OF GOT SOUP! LOCATIONS OPERATED AS AN ADD-ON TO AN EXISTING TRIMANA FRANCHISE AS OF DECEMBER 31, 2020

CALIFORNIA				
El Segundo	909 N. Sepulveda, #155	El Segundo, CA 90245	310-726-0920	Wansoo Lim
Los Angeles	1139 S. Hill Street	Los Angeles, CA 90015	213-742-6774	Ki Taik & Grace Huang Lee
Los Angeles	9841 Airport Blvd.	Los Angeles, CA 90045	310-417-5057	James & Esther Chang
Santa Clarita	28490 Avenue Stanford	Santa Clarita, CA 91355	661-775-7653	Tai Chung
West Hills	84111 Fallbrook Ave.	West Hills, CA 91304	818-719-8636	James & Janice Kim

LIST OF TACOLIMON FRANCHISES AS OF DECEMBER 31, 2021

None.

LIST OF PASTABENNE LOCATIONS OPERATED AS AN ADD-ON TO AN EXISTING TRIMANA FRANCHISE AS OF DECEMBER 31, 2021

None.

LIST OF PIZZABENNE LOCATIONS OPERATED AS AN ADD-ON TO AN EXISTING TRIMANA FRANCHISE AS OF DECEMBER 31, 2021

None.

LIST OF SALAD GOT SOUP FRANCHISES AS OF DECEMBER 31, 2021

None.

LIST OF TRIMANA/TRIMANA EXPRESS/TRIMANA FRESH MARKET AGREEMENTS SIGNED BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF SALAD GOT SOUP FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF TACOLIMON FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF GOT SOUP! AGREEMENTS SIGNED AS AN ADD-0N TO A FRANCHISE AGREEMENT BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF PASTABENNE AGREEMENTS SIGNED AS AN ADD-ON TO A FRANCHISE AGREEMENT BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF PIZZABENNE AGREEMENTS SIGNED AS AN ADD-ON TO A FRANCHISE AGREEMENT BUT OUTLET NOT OPENED AS OF DECEMBER 31, 2021

None.

LIST OF CORPORATE AFFILIATED TRIMANA/TRIMANA EXPRESS/TRIMANA FRESH MARKET STORE LOCATIONS AS OF DECEMBER 31, 2021

CALIFORNIA			
Beverly Hills	8383 Wilshire Blvd.	Beverly Hills, CA 90211	Beverly Elyad Corp.
Beverly Hills	9100 Wilshire Boulevard	Beverly Hills, CA 90212	Miriam & Lea Corporation
Los Angeles	333 South Hope	Los Angeles, CA 90071	Goodies of 333 Hope, Inc.*
Los Angeles	One Gateway Plaza, 3rd Floor	Los Angeles, CA 90012	330 Elyad Corp.
Los Angeles	333 South Beaudry, A Level	Los Angeles, CA 90017	Fifth St. Elyad Corp.*
Los Angeles	900 Exposition Blvd.	Los Angeles, CA 90007	Museum Elyad Corp.
Los Angeles	700 Exposition Blvd.	Los Angeles, CA 90071	World Elyad Corporation•
Los Angeles	800 N. Alameda Street	Los Angeles, CA 90012	Fox Elyad Corp.**
Santa Monica	1348 3rd Street Promenade	Santa Monica, CA 90401	Kambiz Yad Corp.**
Santa Monica	2450 East Colorado Avenue	Santa Monica, CA 90404	Pine Elyad Corp.*
Woodland Hills	21600 Oxnard Blvd.	Woodland Hills, CA 91367	Oxnard Elyad Corp.**

* Our affiliated corporations operate 3 restaurants under the name "GOT SOUP!" in the Los Angeles area as an add-on to their Trimana restaurant.

** These restaurants are now operated under the name “TRIMANA FRESH MARKET”
• This restaurant is a Trimana Express.

LIST OF GOT SOUP! LOCATIONS OPERATED AS AN ADD-ON TO EXISTING CORPORATE AFFILIATED LOCATIONS
AS OF DECEMBER 31, 2021

CALIFORNIA			
Los Angeles	333 S. Hope Street	Los Angeles, CA 90071	Goodies of 333 Hope, Inc.
Los Angeles	333 South Beaudry, A Level	Los Angeles, CA 90017	Fifth St.Elyad Corp.
Santa Monica	2450 E. Colorado Avenue	Santa Monica, CA 90404	Pine Elyad Corp.

LIST OF CORPORATE AFFILIATED STAND ALONE SALAD GOT SOUP STORE LOCATIONS
AS OF DECEMBER 31, 2021

None.

CALIFORNIA

LIST OF CORPORATE AFFILIATED TACOLIMON LOCATIONS AS OF DECEMBER 31, 2021

CALIFORNIA			
Los Angeles	1875 Century Park East	Los Angeles, CA 90067	1925 Elyad Express, Inc.

LIST OF CORPORATE AFFILIATED PASTABENNE LOCATIONS OPERATED AS AN ADD-ON AS OF DECEMBER 31, 2021

None.

LIST OF CORPORATE AFFILIATED PIZZABENNE LOCATIONS OPERATED AS AN ADD-ON AS OF DECEMBER 31, 2021

CALIFORNIA			
Los Angeles	1925 Century Park East	Los Angeles, CA 90067	1925 Elyad Express, Inc.

LIST OF FRANCHISEES WHO WERE TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT OR WHO HAVE NOT COMMUNICATED WITH US IN THE 12 MONTHS ENDING DECEMBER, 2021

CALIFORNIA				
Los Angeles	12100 Wilshire Blvd.	Los Angeles, CA 90025	310-208-2946	Armine Chelebian
Los Angeles	3415 Sepulveda Blvd.	Los Angeles, CA 90034	310-398-8400	Amy Hong*
Woodland Hills	21820 Burbank Blvd.	Woodland Hills, CA 91367	818-884-8153	Oganes Avadian*

LIST OF CORPORATE AFFILIATED LOCATIONS THAT CLOSED IN THE YEAR ENDING DECEMBER, 2021

None.

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

EXHIBIT M

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	Commissioner of Financial Protection and Innovation of the State of California 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505; (866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 West Ottawa G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171	Nebraska Department of Banking and Finance Bureau off Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236 (Phone); (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582	Director, Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street. First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

EXHIBIT N

STATE ADDENDA

ADDENDUM TO HIGH RISE GOODIES RESTAURANT GROUP, INC.

DISCLOSURE DOCUMENT - REQUIRED BY THE STATE OF CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.

2. YOU MUST SIGN A GENERAL RELEASE OF CLAIMS ON RENEWAL OR TRANSFER OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 PROVIDES THAT ANY CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THAT LAW OR ANY RULE OR ORDER UNDER IT IS VOID. SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 - 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 - 20043).

3. CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTIONS 20000 TO 20043 PROVIDE RIGHTS TO THE FRANCHISEE CONCERNING TERMINATION, TRANSFER OR NON-RENEWAL OF A FRANCHISE. IF THE FRANCHISE AGREEMENT CONTAINS A PROVISION THAT IS INCONSISTENT WITH THE LAW, THE LAW WILL CONTROL.

4. THE AUDITOR'S REPORT ON THE FRANCHISOR'S FINANCIAL STATEMENTS EXPRESSES SUBSTANTIAL DOUBT ABOUT THE FRANCHISOR'S ABILITY TO REMAIN IN BUSINESS. THIS MEANS THAT THE FRANCHISOR MAY NOT HAVE THE FINANCIAL RESOURCES TO PROVIDE SERVICES OR SUPPORT TO YOU.

5. FRANCHISEES MUST SIGN A PERSONAL GUARANTY, MAKING YOU AND YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT IF YOU ARE MARRIED. THE GUARANTY WILL PLACE YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

6. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM OUTLETS THAT WE OWN, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.

7. WE DO NOT HAVE A REGISTRATION FOR TRIMANA FRESH MARKET, ONE OF OUR PRINCIPAL MARKS. THEREFORE, SUCH TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.

8. THE FRANCHISE AGREEMENT PROVIDES FOR TERMINATION UPON BANKRUPTCY. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW. (11 U.S.C.A. SEC. 101 ET SEQ.).

9. THE FRANCHISE AGREEMENT CONTAINS A COVENANT NOT TO COMPETE WHICH EXTENDS BEYOND THE TERMINATION OF THE FRANCHISE. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

10. THE FRANCHISE AGREEMENT CONTAINS A LIQUIDATED DAMAGES CLAUSE. UNDER CALIFORNIA CIVIL CODE SECTION 1671 CERTAIN LIQUIDATED DAMAGE CLAUSES ARE UNENFORCEABLE.

11. CALIFORNIA CORPORATIONS CODE, SECTION 31125 REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

12. OUR WEBSITE WWW.TRIMANA.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

13. ITEM 6 OF THE FDD IS AMENDED IN CALIFORNIA TO DISCLOSE THAT THE HIGHEST INTEREST RATE ALLOWED BY LAW IN CALIFORNIA IS 10%.

14. NO DISCLAIMER, QUESTIONNAIRE, CLAUSE, OR STATEMENT SIGNED BY A FRANCHISEE IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL BE CONSTRUED OR INTERPRETED AS WAIVING ANY CLAIM OF FRAUD IN THE INDUCEMENT, WHETHER COMMON LAW OR STATUTORY, OR AS DISCLAIMING RELIANCE ON OR THE RIGHT TO RELY UPON ANY STATEMENT MADE OR INFORMATION PROVIDED BY ANY FRANCHISOR, BROKER OR OTHER PERSON ACTING ON BEHALF OF THE FRANCHISOR THAT WAS A MATERIAL INDUCEMENT TO A FRANCHISEE'S INVESTMENT. ANY STATEMENTS OR REPRESENTATIONS SIGNED BY A FRANCHISEE PURPORTING TO UNDERSTAND ANY FACT OR ITS LEGAL EFFECT SHALL BE DEEMED MADE ONLY BASED UPON THE FRANCHISEE'S UNDERSTANDING OF THE LAW AND FACTS AS OF THE TIME OF THE FRANCHISEE'S INVESTMENT DECISION. THIS PROVISION SUPERSEDES ANY OTHER OR INCONSISTENT TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

15. NEITHER WE, NOR ANY PERSON DISCLOSED IN ITEM 2 OF THIS DISCLOSURE DOCUMENT IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 U.S.C.A. 78A ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.

16. THE REGISTRATION OF THIS FRANCHISE OFFERING BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, by and between **HIGH RISE GOODIES RESTAURANT GROUP, INC.**, a California corporation, as franchisor ("**Franchisor**"), and _____, as franchisee ("**Franchisee**"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. For the purposes of Cal. Bus. & Prof. Code Section 20022, Franchisor and Franchisee agree that:

   a. Franchisee will use the declining-balance depreciation method to calculate the value of Franchisee's assets (inventory, supplies, equipment, fixtures, and furnishings) for the purposes of a purchase by Franchisor under Section 20022. The purchase price by Franchisor for these assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

   b. For the purposes of Section 20022, Franchisee is not able to provide to Franchisor with "clear title and possession" to franchisee assets if those assets are subject to liens or encumbrances including: (i) purchase money security interests; (ii) blanket security interests; (iii) rights of first refusal; (iv) liens by Franchisee's landlord; or (v) tax liens.

   c. For the purposes of Section 20022(h), Franchisor's right of offset will include the following amounts owed by Franchisee to Franchisor or Franchisor's Affiliates: (i) Royalty Fees; (ii) Pat Fund Fees; (iii) liquidated damages; (iv) Transfer Fees; and (v) any other type of fee owed by Franchisee to Franchisor or Franchisor's Affiliates.

2. For the purposes of Cal. Bus. & Prof. Code Section 20035, Franchisor and Franchisee agree that:

   a. "**Fair market value of the franchise assets**" means the value of Franchisee Assets, valued according to the declining-balance method of depreciation. The purchase price by Franchisor for the assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

   b. "**Fair market value of the franchised business**" means the "**fair market value of the franchise assets**" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by Franchisee to Franchisor within the twelve (12) month period immediately before Franchisor's termination or failure to renew if Franchisor is in violation of the California Franchise Relations Act.

3. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the 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.

FRANCHISOR:	**FRANCHISEE**:
HIGH RISE GOODIES RESTAURANT GROUP, INC., a California corporation	_____ A _____
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EFFECTIVE DATES

State Effective Dates

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

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

State	Effective Date
California	Pending

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

EXHIBIT O

RECEIPT

RECEIPT

(in duplicate - one copy to Franchisor, one copy to Prospective Franchisee)

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 High Rise offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If High Rise 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 California Department of Business Oversight, 320 West 4th Street, Suite 750, Los Angeles, California 90013- 2244.

The name, principal business address and phone number of each franchise seller offering the franchise is:

Franchisor:	Franchise Seller:	Additional Sellers
High Rise Goodies Restaurant, Inc. 1875 Century Park East, Suite G Los Angeles, CA 90067 Phone: (310) 772-2829 www.trimana.com	Name of individual selling on behalf of Franchisor: Bijan Yadegar, Faramarz Fred Yadegar, John Elisha 1875 Century Park East, Suite G Los Angeles, CA 90067 Phone: (310) 772-2829	_____ _____ _____ _____ _____

If an additional broker or other franchise seller is involved in a particular transaction, their name, principal business address and phone number shall be inserted above. If the information is left blank, there is no additional franchise seller involved in the transaction with the prospective franchisee who signs the receipt.

Issuance Date: November 14, 2022.

We authorize Bijan Yadegar at 1875 Century Park East, Suite G, Los Angeles, California 90067 to receive service of process for High Rise Goodies Restaurant Group, Inc.

I received a Disclosure Document dated, November 14, 2022, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement
C. Contract Management Addendum
D. Sublease
E. Conditional Lease Assignment Agreement
F. Guaranty
G. Contract for Sale of Assets
H. Secured Promissory Note
I. Security Agreement
J. General Release
K. Table of Contents of Preliminary Draft Operating Manual
L. List of Franchisees/List of Corporate Affiliated Store Locations as of December 31, 2021
M. List of State Administrators
N. State Addenda
O. Receipt

DATED:_____ _____

PROSPECTIVE FRANCHISEE

_____

(Print Name)

RECEIPT

(in duplicate - one copy to Franchisor, one copy to Prospective Franchisee)

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Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If High Rise 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 California Department of Business Oversight, 320 West 4th Street, Suite 750, Los Angeles, California 90013- 2244.

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Franchisor:	Franchise Seller:	Additional Sellers
High Rise Goodies Restaurant, Inc. 1875 Century Park East, Suite G Los Angeles, CA 90067 Phone: (310) 772-2829 www.trimana.com	Name of individual selling on behalf of Franchisor: Bijan Yadegar, Faramarz Fred Yadegar, John Elisha 1875 Century Park East, Suite G Los Angeles, CA 90067 Phone: (310) 772-2829	_____ _____ _____ _____ _____

If an additional broker or other franchise seller is involved in a particular transaction, their name, principal business address and phone number shall be inserted above. If the information is left blank, there is no additional franchise seller involved in the transaction with the prospective franchisee who signs the receipt.

Issuance Date: November 14, 2022.

We authorize Bijan Yadegar at 1875 Century Park East, Suite G, Los Angeles, California 90067 to receive service of process for High Rise Goodies Restaurant Group, Inc.

I received a Disclosure Document dated, November 14, 2022, that included the following Exhibits:

A. Financial Statements
B. Franchise Agreement
C. Contract Management Addendum
D. Sublease
E. Conditional Lease Assignment Agreement
F. Guaranty
G. Contract for Sale of Assets
H. Secured Promissory Note
I. Security Agreement
J. General Release
K. Table of Contents of Preliminary Draft Operating Manual
L. List of Franchisees/List of Corporate Affiliated Store Locations as of December 31, 2021
M. List of State Administrators
N. State Addenda
O. Receipt

DATED:_____ _____

PROSPECTIVE FRANCHISEE

_____

(Print Name)