HOLDAAK®

Franchise Disclosure Document

Holdaak F & B, Inc.
1201 South Euclid Street, Suite B,
Fullerton, CA 92832
PH (714) 519-3433
www.holdaak.com

The franchise offered by this disclosure is a single unit franchise purchase whereby you will develop, own and operate a restaurant**,** called **HOLDAAK,** serving Far East inspired fried chicken sandwiches and other dishes, operating under the Marks and using the System as described in this document, and the Operations Manual. The total estimated required initial investment ranges from $254,000 to $423,500. This amount includes $30,000 that must be paid to the Franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you can 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact:
Sean Jung Min Kim 1201 South Euclid Street, Suite B, Fullerton, CA 92832 PH (714) 313-2640

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 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: April 1, 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 Attachment C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Attachment 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 HOLDAAK 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 HOLDAAK franchisee?	Item 20 or Attachment C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 arbitration and/or litigation only in California. Out-of-state 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. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be riskier than a franchise in a system with a longer operating history.

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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FDD ATTACHMENTS

ITEM 1.

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify this Franchise Disclosure Document, "We" means **Holdaak F & B Inc.,** the franchisor, or "our" or "us" when appropriate. "You" means the person who buys the franchise. If you are a legal entity, "you" includes all owners of any equity interest in the entity. **"HOLDAAK restaurant"** means the business you will operate under the Franchise Agreement, operating under our Marks and following our System. Your **HOLDAAK restaurant** will sometimes be referred to as your business or your franchise herein and in the Franchise Agreement.

We, **Holdaak F & B Inc.,** were incorporated on December 21, 2018. Our principal business address is 1201 South Euclid Street, Suite B, Fullerton, California 92832, We conduct business under the name **HOLDAAK** and do not do business under any other name.

We have no predecessors.

AFFILIATES

Our affiliate, KNP, Inc. was incorporated on September 19, 2012 in California, and owns and operates our two "company owned" **HOLDAAK restaurants:**

•Holdaak in Fullerton—1201 S. Euclid St., Ste. B Fullerton 92832, opened March 2017; and
•Holdaak in Orange--1948 N. Tustin St. Orange CA 92865, opened December 2019.

Our affiliate, Holdaak Whittier LLC, a California limited liability company,owns a Holdaak restaurant located at 15764 La Forge St Whittier, CA 90603

KNP, Inc. also owns Yori Japanese Restaurant, in Brea, California, from 2013-2018.

Our affiliate, HIGHSOCIAL, Inc. is the distributor of the majority of inventory and supplies to us and to our company owned restaurants. This distribution center is located in La Habra, California, and is owned by one of our owners.

Additionally, one of our owners owns the following companies:

Boba Town, LLC, which owned owns and operates Simplee Boba in South Pasadena, California.
Boba One, LLC, which owned owns and operates, Bobaloca in Montrose, California.
Bobalinda, LLC, which owns and operates Simplee Boba in Loma Linda, California.

We and our affiliates do not own or offer franchises in any other lines of business. This is our first offering of franchises in any line of business. We will began offering franchises in 2020.

FRANCHISE CONCEPT

The franchise concept we offer is for you to develop, own and operate a restaurant, called **HOLDAAK,** which is a fast casual restaurant featuring in *Far East inspired* spicy fried chicken sandwiches, chicken strips, wings and related side dishes and beverages for dining in, take out, or delivery. Our system includes online ordering and you will be required to purchase and install the required POS which will contain the online ordering software. You will operate in accordance with the guidelines, standards, specifications, recipes formulations, trade names, trademarks, logos, color schemes, and décor we make available to you through initial training, the operations manual, marketing materials and related items, along with continued updates, and industry information, all hereafter referred to as our proprietary "System."

AGENTS FOR SERVICE

Our agents for service of process are disclosed in **Attachment E.**

COMPETITION

The market for your products is the general public. The fast casual restaurant industry is highly developed. You will compete with other national, regional chains and local restaurants both franchised and independent serving fast casual menu items, and in particular fried chicken sandwiches and related menu items. Your **HOLDAAK restaurant** and most competitors will generally located near residential and light commercial areas. Your **HOLDAAK restaurant** will operate in close proximity to competitors. Some competitors will offer many menu items that are the same as or similar to those you offer. You will also compete with other **HOLDAAK restaurant** franchisees and with our company owned locations.

LAWS AFFECTING YOUR HOLDAAK RESTAURANT

You must comply with laws and regulations that apply to businesses generally, and also specifically to restaurants and businesses serving food and beverages. Generally, applicable laws and regulations include tax rules, labor laws, business license requirements, laws on construction of business premises, zoning rules, requirements for parking and access, the Americans with Disabilities Act, export control laws pertaining to technology, and laws on storage, preparation, packaging, labeling and sale of food to the public, and food handling certification requirements. Many places have laws against smoking inside restaurants.

Some states may require franchises to obtain store, business, occupational, food products, and miscellaneous licenses. You also may have to obtain health licenses and to comply with health laws and regulations that apply to store and food product establishments. In addition, some states and local governments also may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials.

You will be subject to all applicable state and local licensing laws, codes and regulations, as they relate to food safety and the operation of a **HOLDAAK restaurant**. There may be other laws applicable to the business and we urge you to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing with the food industry to be sure you are familiar with the current statutes and regulations that might apply.

There are also statutes and regulations that are common to all businesses, including those governing health and labor issues, zoning and safety. You should obtain a complete copy of the relevant statutes and regulations of the Federal government and of your state and discuss them with your attorney. You should also investigate applicable county and city ordinances and regulations.

COVID 19 NOTICE: As of the date of this disclosure document, there are various governmental restrictions (national, state, county, and city) as a result of the Covid 19 Pandemic, which may or may not affect your **HOLDAAK restaurant**. You are required to determine all applicable restrictions for your area now currently in affect, and as they change throughout the Pandemic, and you must comply with all governmental restrictions (State, County and City and Federal) in a timely manner.

ITEM 2.
BUSINESS EXPERIENCE

CEO/DIRECTOR: SEAN JUNG MIN KIM
Mr. Kim has been our CEO and a Director since our inception in December 2018. Mr. Kim is also the Operations Manager for both the affiliate owned Holdaak restaurants since 2017, and served as the Operations Manager, for Yori Japanese Restaurant, 1617 E. Imperial Hwy, Brea, CA 92821, from 2013-2018. Mr. Kim also owns HIGHSOCIAL, INC. since 2016.

CFO/DIRECTOR: KIWOOK UHM
Mr. Uhm has been our CFO and a Director since our inception in December 2018. Mr. Uhm also is the Managing Partner and CPA for UCMK, CPA Firm, located at Los Angeles CA since 2008.

RICHARD LEE—DIRECTOR
Mr. Lee has been a Director since our inception in December 2018. Mr. Lee also serves as the Operations Manager for Simplee Boba, in South Pasadena, California since 2018, and the Operations Manager for Bobaloca, in Montrose, California since 2016. Additionally, Mr. Lee is an owner of Simplee Boba, in Loma Linda, California, since January 2020.

HYUN KIM—SECRETARY/FRANCHISE SALES DIRECTOR
Mr. Kim is our Corporate Secretary and is a Director since our inception in December, 2018. Mr. Kim also is the President of EMW, Inc. since 2016, which is a restaurant consulting company.

SEUNG BUM PARK—DIRECTOR OF TRAINING
Mr. Park is our Director of Training since our inception December 2018. Mr. Park also is the President of KNP, Inc. since 2012, and was its Culinary partner from 2013-2018.

ITEM 3.
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4.
BANKRUPTCY

Richard Lee, filed Ch 7 Bankruptcy on January 10, 2013, U.S. Bankruptcy Court, Central District of California, Case 2:13-bk-10848-ER, and received a discharge on April 17, 2013.

No other Bankruptcy is required to be disclosed in this Item.

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ITEM 5.
INITIAL FEES

The Initial Fee for the **HOLDAAK restaurant** franchise is $25,000 and is due in full upon signing your Franchise Agreement and is not refundable under any circumstances and considered fully earned. If you qualify for an additional **HOLDAAK restaurant** franchise, the initial fee for a 2nd (and additional) franchise is $20,000. You do not have the automatic right to a 2nd and additional franchise and must qualify and sign an additional franchise agreement.

You must also pay $5,000 for your Grand Opening promotion, due upon signing of the Franchise Agreement.

ITEM 6.
OTHER FEES*

Type of fee	Amount	Due Date	Remarks
Royalty Fee	5% of WEEKLY Gross Revenues ordered directly from your location. 5% of WEEKLY Net revenues order from your location by way of Meal Delivery Services. See Note A.	Payable WEEKLY by Electronic Funds Transfer which will take place on the Tuesdayof the week following the week which Gross Revenues are calculated upon.	Gross Revenues includes the full price of all goods and services you sell, whether or not you have received cash or other consideration with the exception of include taxes or fees you are required to collect on behalf of the government. Net Revenues from Meal Delivery Services are the amount of the sale, less the Meal Delivery Service fee.
Network Marketing Fee	1% of WEEKLY Gross Revenues Excluding Delivery Services See Note B.	Payable WEEKLY by Electronic Funds Transfer at the same time as the royalties.	Begins immediately with first sales
Local Advertising and Marketing	No requirement but we recommend you spend $500 per month.	As incurred	
Cooperative Advertising	Dues to be determined by Cooperative members but not to exceed $500/month, these dues will represent your Local Advertising (No Cooperatives currently exist)	As determined by cooperative, payable to the vendors	If there are two or more Franchises in a marketing area, as we determine, you must participate in the cooperative and contribute moneys as determined by a majority vote of the cooperative.

Type of fee	Amount	Due Date	Remarks
Additional Training	Initial Training is included in the Initial Franchise Fee for up to 2 people. Additional people may be trained for $250/day per person for the initial training program. We charge $250 per day for specific extra training you need on site, beyond the initial training, at your request or if we deem necessary, plus travel/lodging costs of franchisor. See Note C.	In advance of the training program(s)	You and your **HOLDAAK restaurant** Manager must complete the initial training (cost included in the Initial Fee for first two persons trained). If you obtain a new or replacement manager that person is required to complete training. You are responsible for all compensation, salaries, benefits and travel-related expenses for you or any employees.
Convention or Regional meetings	Varies from $50-$450 depending on the length of the meetings/events	Before start of convention or meeting	We may have a convention or regional meetings annually or otherwise. You must attend such meetings at your cost.
Ongoing inventory and menu items	Varies but generally will be between $15,000-30,000 per month, depending on customer demand.	According to purchase terms	You will buy the majority of your ongoing menu items from us, our affiliate, or a vendor we designate.
Transfer Fee	One half the current Initial Fee (currently the amount would be $12,500)	Before completing transfer	Payable if you sell to a new owner: 1) the **HOLDAAK Restaurant;** 2) a majority of the assets comprising your **HOLDAAK Restaurant;** or 3) a majority of the stock/membership interest comprising any entity that owns the franchise. Fee is $500 if you transfer to a corporation or other entity with the same identical ownership and control, to include a Personal Guarantee.
Technology fee	Once we institute this fee, it will be $500-$1,000 per year; not instituted yet		Payable to us for website maintenance and franchise communications
Audit Fee	Cost of the audit plus the amount of the underpayment	Immediately upon billing	Costs of audit payable only if an audit reveals that you have under reported Gross Revenues by 2 percent or more.
Renewal	One half the THEN current Initial fee.	Before consummating Renewal	You will be required to sign a new franchise agreement on then current form, which may contain different terms.

Type of fee	Amount	Due Date	Remarks
Late Payment/ Interest	Late charge equal to 5% of payment due, together with interest at one percent (1%) per month, not to exceed highest legal rate.(The maximum interest rate in California is 10% annually)	On receipt of invoice	Interest is payable on entire overdue amount beginning with the date payment is due until payment, late charge and interest is paid in full.
Dishonored Item Fee	$75 plus reimbursement of any financial institution charge to us	On notice following a dishonor, or non-payment.	
Franchise Agreement Violation Fee	$1,000 per offense	On notice following a violation	Due if you fail to timely cure a non-monetary default
Indemnification	Will vary under circumstances	As incurred	losses we suffer from the operation of your business
Costs and Attorneys Fees	Will vary under circumstances	As incurred	Awarded to prevailing party if you and we are involved in any legal claim

*Unless otherwise indicated, these fees are uniformly imposed that are payable to us, and are non-refundable.

Notes Regarding Other Fees:

Note A. Gross Revenues

Except as provided below, Gross Revenues is the total selling price of all products and services and all income of every other kind related to the **HOLDAAK restaurant**, (including without limitation income related to all sales or orders of food products and food preparation services, provided from or related to your **HOLDAAK restaurant,** whether for cash, credit, barter or otherwise, including proceeds from the sale of gift cards gift certificates, coupons or similar promotions, and regardless of collection in the case of credit extended. You will pay a monthly Royalty Fee. You will pay by electronic funds transfer and must sign an authorization allowing direct transfers from your bank. Exception for sales tax collected.

MEAL DELIVERY SERVICES: For all sales made through the meal delivery services such as DoorDash, GrubHub, Postmates, UberEats, and any future similar widely recognized 3rd party meal delivery services, the royalty will only be due on the Net Revenues which actually goes to your restaurant, and not on the commission paid to the meal delivery service. For example, if there is a $30 sale through a meal delivery service, and the meal delivery service fee is $10, and you only receive $20; then royalty will be due on $20. You are required to separately report all meal delivery service sales and provide the online Delivery Service reports with each weeks' reporting.

Note B. Network Marketing Fees

You will pay the weekly Network Marketing Fee, in the same manner and at the same time as your Royalty Fee. Network Marketing Fees are in addition to your local advertising and any cooperative advertising obligation. We may increase this with 60 days' notice not to exceed a maximum of 3%.

Note C. Training Expense.

We will train you and one other person as part of your Initial Fee. You or a manager responsible for full time business operations and management must be trained in our initial training; You may have additional employees trained at your expense at current training fee of $250 per day. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. We may require you or your employees to attend additional training, and you may request additional on-site training for $250 per day plus our travel and lodging expenses.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Category	Low Amount	High Amount	Method of Payment	When Due	To Whom Paid
Initial Fee (Note A)	$25,000	$25,000	Lump Sum	Upon Signing Franchise Agreement	Us
Initial Training Fee (Note B)	$0	$0	Included in Initial Fee	N/A	Us
Travel & Living Expenses While Attending Initial Training (Note B)	$500	$1,500	As Incurred	As Incurred	Hotels, airline, Food, vendors, etc.
Rent & Security Deposit (3 Months) (Note C)	$15,000	$22,500	As Incurred	As Incurred	Landlord
Office furniture and office supplies	$3,000	$5,000	As Incurred	As Incurred	Vendors
Leasehold Improvements (Note D)	$150,000	$250,000	As Incurred	As Incurred	Contractors
Equipment including small wares (Note E)	$30,000	$60,000	Lump Sum	Before Opening	Us/Our Affiliate
Required POS system (Note E)	$1,500	$3,000	Lump Sum	Before Opening	Vendor
Branded Signs	$7,000	$14,000	As Incurred	Before Opening	Vendors
Grand Opening (Note F)	$5,000	$5,000	As Incurred	As incurred	Us
Insurance (Note G)	$1,000	$2,000	As Incurred	As Incurred	Vendor
Professional Fees (Note H)	$1,000	$3,500	As Incurred	As Incurred	Professionals
Opening Inventory (Note I)	5,000	$7,000	As Incurred	Prior to Opening	Us/Affiliate
Additional Funds (3 months) (Note J)	$10,000*	$25,000*	As Incurred	As Incurred	Vendors
TOTALS*	$254,000	$423,500			

*Unless otherwise indicated, these fees are uniformly imposed that are payable to us, and are non-refundable.

Notes Regarding Initial Investment:

Note A: Initial Fee.

The Initial Fee is payable in full upon signing the Franchise Agreement and is non-refundable; If you qualify for an additional franchise the initial fee is $20,000 and you must sign an additional franchise agreement.

Note B. Training Expense.

We will train you and one other person as part of your Initial Fee. You or a manager responsible for full time business operations and management must be trained in our initial training; You may have additional employees trained at your expense at current training fee of $250 per day. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. We may require you or your employees to attend additional training at a location we determine. You may request additional on site training for $250 per day plus our travel and lodging expenses. You must pay travel and lodging for you and your trainees during training.

Note C: Real Estate Rental.

You must lease a location for the **HOLDAAK restaurant** that meets our general guidelines. The space should be between 1200 and1500 square feet in a strip mall or small stand alone shop in a light commercial area, which allows open hours of operation through 9 or 10pm. Leases will vary in rental amounts, lease terms, amount of space required, tenant improvements required, security deposit and advance rental required. You may be liable for the entire term of the lease whether or not you succeed in the **HOLDAAK restaurant**. You should consult your lease documents and your attorney. You must incorporate the terms of the Conditional Lease Assignment into your lease, see Exhibit E to Franchise Agreement.

Note D: Leasehold Improvements

We will provide standard guidelines for the layout of the tenant improvements. The cost could be higher if you or your landlord request changes from the standard design and materials. The lower end of the estimate is assuming you are converting a space, which was previously used as a restaurant.

Some landlords finance leasehold improvements by amortizing them over the lease term and charging a higher rental amount to cover the cost. You should attempt to determine your costs and financing options before deciding on a location.

If you are taking over or continuing in an existing **HOLDAAK restaurant**, We may require that you remodel, redecorate or make other changes to the Location to comply with our specifications, at your cost.

You may not open the **HOLDAAK restaurant** for business until: (1) we approve the location improvements as developed according to our specifications and standards; (2) pre-opening training been completed to our satisfaction; (3) the Initial Franchise Fee and all other amounts then due to us have been paid; and (4) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we request. You must open the **HOLDAAK restaurant** for business within 1 week, after we notify you that it is ready to open unless there are circumstances beyond your control. We must approve any delay in opening of the **HOLDAAK restaurant** with approval to be reasonable in nature.

Note E: Equipment.

You must obtain all the required equipment, and small kitchen wares necessarily to outfit your **HOLDAAK** restaurant, through approved suppliers. The minimum equipment pieces and small wares will be listed the Operations Manual, and further determined based on your location size and agreed upon prior to opening. You must obtain the POS System we require from our approved vendor-See Item 11 for details.

If you borrow money to purchase the equipment, your monthly fixed expenses will increase.

Note F: Grand Opening.

You must pay us $5,000 when you sign your Franchise Agreement for us to arrange for "grand opening" promotions,. We will undertake to arrange for appropriate local advertising/marketing/promotions for your community, competitive situation and similar factors. The Grand Opening marketing and promotions will take place during the 3 months after you open your **HOLDAAK** restaurant

Note G: Insurance.

We require you to purchase and maintain, at your expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability. Such insurance shall consist of combined single limit coverage of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate. Your landlord may require a higher amount. You must purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer or with a state agency. You must provide us with one or more certificates of insurance evidencing such coverage and naming us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to us. Upon our request you must provide us with a copy of any insurance policy, including all endorsements. Every insurance policy must provide that coverage is primary/non-contributory.

Keeping in mind that the price of insurance has varied widely in recent years, you should obtain a price quotation from your insurance agent or broker and not rely solely upon our estimate in planning to purchase the Franchise. Workers Compensation and employers' liability insurance is extra and you should obtain prices from your state agencies or your insurance agent or broker.

Note H: Legal and Accounting Professional Fees.

You may need an attorney to assist and advise you in setting up your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon your experience and staffing, you will need accounting services, which will be extra. You should consult your accountant for an estimate of fees. This amount will vary based on what the Professional charges.

Note I: Opening Inventory

You will need a minimum supply of inventory of food ingredients inventory prior to opening. The specific items of Opening Inventory will be determined by us prior to your opening and will depend on the size of your site and your estimated anticipated demand, and will be further determined based potentially other factors affecting your local area. We are the only required vendor of a majority of the Food Inventory.

Note J: Additional Funds.

This range estimates a 3-month initial period for expenses and include payroll costs utilities, prepaid fees royalties, advertising fees, other services, and inventory replacement. We have estimated this amount based on our company **HOLDAAK restaurants,** and our first few franchisees. These estimates do not include owner compensation or return on investment. Your costs will depend on factors such as, how closely you follow our methods and procedures, your management skill, experience and business acumen; local economic conditions; the local market for the products and services you offer; the prevailing wage rate; competition; and the sales level you reach during the initial period. We do not provide direct or indirect financing to our franchisees. COVID NOTICE: As a result of the Covid 19 Pandemic, it is possible there may be potential delays on obtaining inventory and supplies in a timely manner both for opening, and for ongoing operation of the **HOLDAAK restaurant** the due to Pandemic restrictions. Therefore, it is advised that you have access to additional liquid capital in the event of additional unforeseen situations involving the Pandemic. As of the date of this disclosure we are not having any delays with our suppliers.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase from required vendors we designate, the equipment, inventory, and POS system necessary to start or operate the **HOLDAAK restaurant.** The required vendors will be in our Operations Manual or identified to you at training.

We are the only approved vendor for your purchase of a majority of the Inventory items. We have the right to make revenue on our sale of these items to you.

As of December 31, 2021, we derived $797,047.94 in revenue based on required purchases by franchisees. This is 84.7% of our total revenue derived in 2021.We may approve other vendors if you request it in writing or if a vendor requests it and if the vendor demonstrates to our satisfaction that it is financially stable and can provide product(s) or service(s) that meet our specifications and that are consistent with our image. These specifications include quality, accuracy, preparation, installation, application, operations and customer service. We may charge a reasonable fee to cover our costs in evaluating a proposed vendor. We will give you a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after you make the request, but before we begin the evaluation process. We will normally make our decision within sixty (60) days. We reserve the right to disapprove any previously approved vendor whose performance falls below our standards. Even though we have approved a vendor, we do not guaranty their performance, and are not responsible for errors or omissions on the part of any required vendor. However, we will take into consideration any franchisee service or support issues reported to us in determining whether to maintain such vendor on our approved list.

Because of common industry practices, we may in the future receive rebates, discounts and allowances from some vendors with whom you do business. We may use those rebates to fund our franchisee support operations, our marketing and our website maintenance costs, or general operating costs. We anticipate that such rebates, discounts and allowances may range from zero percent to as high as fifteen (15%) percent of the amount of your purchase of certain items.

Please review Item 11 for information regarding computer hardware and software you must purchase or license.

We may negotiate purchase arrangements with suppliers for your benefit in the future. We do not currently provide any material benefits to you based upon your use of designated or approved sources.

We estimate that your purchases of goods and services in accordance with specifications will represent approximately 20% to 30% of your total purchases in connection with establishing your **HOLDAAK restaurant** and approximately 50% to 60% of your total ongoing purchases in connection with operating your **HOLDAAK restaurant**.

We do not have any purchasing or distribution cooperatives.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Section 6.01; Exhibits B, C	11
b. Pre-opening purchases/leases	Section 6.04	7
c. Site development and other pre-opening requirements	Articles 1,4,5,6	5, 7, 17
d. Initial and ongoing training	Article 4	11
e. Opening	Section 6.05	11
f. Fees	Sections 2.01-2.10	5, 6, 7
g. Compliance with standards and policies/Operating Manual	Sections 1.04, 1.05, 6.02, 7.04, 7.05, 7.06; Article 5; Exhibit G	7, 8, 11
h. Trademarks and proprietary information	Section 1.04	13
i. Restrictions on products/services	Section 7.06	8, 16
j. Warranty and customer service requirements	Sections 4.07, 7.12	
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	Section 7.05(d)	6, 8, 16
m. Maintenance, appearance and remodeling requirements	Sections 7.05(f), 7.05(g), 7.11	7, 11
n. Insurance	Section 8.02	7
o. Marketing	Sections 2.03, 2.07, 2.07, 2.09, 7.14	11
p. Indemnification	Section 8.01	17
q. Owner's participation	Section 7.02	15
r. Records/reports	Sections 3.01, 3.02	6

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
s. Inspections/audits	Section 3.03	6
t. Transfer	Article12	17
u. Renewal	Article 9	17
v. Post-termination obligations	Sections 16.02, Article 17	17
w. Non-competition covenants	Sections 16.01, 16.02	17
x. Dispute resolution	Article 18	17

ITEM 10.
FINANCING

We do not offer financing for any purpose but reserve the right to do so.

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

Except as listed below, we need not provide any assistance to you.

Pre-Opening Obligations.

Before you open your **HOLDAAK restaurant**, we will:

1. License you to use our Marks and System in connection with your **HOLDAAK restaurant** (Franchise Agreement — Article 1);

2. Designate your Territory (Franchise Agreement — Article 1; Exhibit B)

3. Approve or disapprove your business Location (Franchise Agreement – Section 6.01);

4. Provide you with a specifications for required Equipment and small kitchen wares to purchase (Franchise Agreement — Sections 6.04 and 7.06);

5. Provide you with Leasehold improvement guidelines and interior layout (Franchise Agreement —Sections 6.02, 6.03);

6. Identify your **HOLDAAK restaurant** location on our main website www.holdaak.com with a link which goes through to your location page, which will have online ordering capability (Franchise Agreement — Section 1.06);

7. Provide you with current menu items and recipes, and suggested pricing guidelines, as part of the operations manual (Franchise Agreement, Section 1.04, Article 5, Section 7.03, 7.06(d));

8. Loan you or provide electronic access to our operations specifications, standards, procedures, processes, and requirements and trademark standards, which may be in a variety of formats, including paper, electronic, webinars, etc. ("the Operations Manual"). The Operations Manual is confidential and remains our property. We will modify the Operations Manual, from time to time and you are required to comply with all changes. (Franchise Agreement — Section 1.05, 7.05); and

9. Provide the two week initial training for you and one additional person, as detailed below. (Franchise Agreement- Section 4.01)

Post-Opening Obligations.

After you open your **HOLDAAK restaurant**, we will:

1. Take any actions we deem appropriate to protect or defend the Marks or System (Franchise Agreement — Sections 1.04 7.05(c));

2. Provide you periodic updates to the Manual (Franchise Agreement — Sections 1.05, 7.05(b));

3. Provide you with ongoing lists of current and new menu items, recipes and suggested pricing guidelines, and approved vendors and approved items to be sold, which may be communicated through Operations Manual updates or other internal communications. (Franchise Agreement – Sections 1.04, 7.06);

4. Provide a representative to assist on site after you open for up to 40 hours; (Franchise Agreement – Section 4.01(b));

5. Provide a periodic training program for your manager(s) and for certain other employees, at our regular charge for the training (Franchise Agreement – Section 4.05);

6. Provide periodic consultation and advice concerning your operation of the Business and to generally be of assistance (Franchise Agreement- Section 1.04);

7. Provide you specifically requested additional training onsite at time for the current daily training fee (currently $250 per day). Franchise Agreement- Section 4.01(b)).

8. Maintain the website: **www.holdaak.com**; You may not create a separate webpage without our express consent (Franchise Agreement — Section 1.06);

9. Manage the Network Marketing Fund and oversee any future Advertising Cooperatives. (See below and Franchise Agreement — Section 2.03);

10. Arrange for your Grand Opening advertising/marketing/promotions over the first 3 months after you open. (Franchise Agreement—Section 2.7).

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MARKETING AND ADVERTISING

Local Advertising

You are not required to spend any particular amount on local advertising but we recommend you spend at least $500 per month on local area advertising. You must obtain our prior consent for local advertising (Franchise Agreement - Section 2.06(a)).

Social Media

You must comply with our social media policy (Franchise Agreement - Section 1.06). You will not be permitted to establish your own Facebook or Instagram page and must comply with future online media requirements; you may develop your own online listings such as Yelp.

Grand Opening

You must pay us $5,000 when you sign your Franchise Agreement for us to arrange for "grand opening" promotions. We will undertake to arrange for appropriate local advertising/marketing/promotions for your community, competitive situation and similar factors. The Grand Opening marketing and promotions will take place during the 3 months after you open your **HOLDAAK** restaurant. (Franchise Agreement — Section 2.7).

Promotions

You are required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card program we institute. (Franchise Agreement — Section 2.09).

You may not engage in sales through alternative distribution channels or the Internet without our prior written approval. We are not required to give you such approval.

Network Marketing Fund

We have established a Network Marketing Fund (the "Fund") for such advertising, marketing and public relations programs as we, in our sole discretion, may deem necessary or appropriate to promote **HOLDAAK restaurant** locations (Franchise Agreement — Section 2.03). We will administer the Fund as follows:

We will direct all advertising and public relations programs financed by the Fund, with sole discretion of approval over agencies, spokespersons, creative concepts, materials, and media placements and allocations used in the programs. The Fund will establish and maintain an on-line presence. The Fund may be used to pay the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs (including the costs of preparing and conducting television, radio, magazine, newspaper, direct mail and coupon advertising campaigns and other public relations activities; employing advertising agencies; providing a telephone number for prospective customers to call for referral purposes; and providing promotional brochures and other marketing materials to franchisees in the System) and maintenance of the main website. We may charge our marketing research, development and production expenses against the Network Marketing Fees. Also, monies in the Fund may be used to cover administrative costs and overhead we may incur including salary costs of employees working for the Fund, up to 15%. You must participate in all advertising and public relations programs instituted by the Fund. All **HOLDAAK restaurant** locations owned by us or our affiliates will contribute to the Fund on the same basis as you.

See Item 6 for the amount you are required to contribute to the Fund. Any Network Marketing fees not used during any one year remain in the marketing fund for the next year.

The Fund will be accounted for separately from our other funds. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all **HOLDAAK restaurant** locations to the Fund in that year, and the Fund may borrow from us. A statement of monies collected and costs incurred by the Fund will be prepared annually by us and will be furnished to you upon written request. This statement will not be audited.

The Fund is intended to maximize recognition of the Marks and patronage of **HOLDAAK restaurant** locations generally. Although we will endeavor to utilize the Fund to develop advertising and marketing materials and programs, and to place advertising, in order to benefit all **HOLDAAK restaurant** locations, we undertake no obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Fund by the **HOLDAAK restaurant** locations operating in that geographic area or that any **HOLDAAK restaurant** location will benefit directly or in proportion to its contribution to the Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Fund. We have no fiduciary obligation to you or any other **HOLDAAK restaurant** in connection with the establishment of the Fund or the collection, control or administration of monies paid into the Fund. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Fund.

The Fund may place advertising in any media, including print, radio and television. The coverage is typically regional and national in nature. Advertising may be developed in-house and/or by regional and national advertising agencies. No money will be spent by the Fund to solicit new franchisees. Company owned **Holdaak Restaurants** do not contribute to the Fund.

In 2021 the Fund expenditures consisted of 55% on Online Marketing & Ads, 30% on Design & In Store Print Ads, 15% on Website Maintenance.

<u>Advisory Councils</u>

We currently do not have an advisory council but reserve the right to form one. If we do, we will select the members, who will be franchisees, who will meet with and advise us on their recommendations for future advertising policies. Any such council will serve in an advisory capacity only and will not have any operational or decision making power. We have the right to form and disband any such advertising counsel in our sole discretion.

<u>Advertising Cooperatives</u>

We currently do not have any local or regional advertising cooperatives for Franchisees in which you are required to participate but reserve the right to form Advertising Cooperatives in the future where there are 2 or more franchisees with Territories in relatively close proximity. If we do form a Cooperative, we will determine the area that will make up the Cooperative franchisee participants in our sole discretion, based on geographic or other reasonable measures such as zip codes, cities, etc. You will be required to join if your location is in a Cooperative area, and you must pay the required dues, which will be voted on by the Cooperative members. Each member will have 1 vote. The dues will be the same for all Cooperative members but will not exceed $500 per month. We will not be a member of the Cooperative and will not pay any dues, even if we have a location inside the Cooperative area. We will oversee and act as a guidance resource but will not manage or make decisions for the Cooperative. However, we must approve all Cooperative advertising in advance. We will assist in creation of the cooperative bylaws for the Cooperative. We will not assist the Cooperative in collection of the dues. We reserve the right to disband any Cooperative at any time, in our sole opinion is not operating in accordance with its Bylaws, or if we deem the Cooperative is no longer effective in advancing the **HOLDAAK restaurant** brand locally, or if the Cooperative votes to disband by a majority vote.

COMPUTER HARDWARE AND SOFTWARE

We require you to obtain and use the following hardware and software:

POS: Vendor is Square, Inc.1455 Market Street, Ste. 600, San Francisco CA 94103. The cost of the required POS is between $1,500 for 1 POS system and $3000 for 2 systems. The current online software is provided with Square POS.

We will have independent access to your sales information and other store information.

We require you to have high-speed internet access. We require you to use Quickbooks accounting software using our chart of accounts.

We do not require any other computer related equipment or software but reserve the right to modify the requirements and require you to purchase a computer or different POS system and software.

SITE SELECTION AND TIME TO OPEN

It is our standard procedure to have you search, identify and ultimately select the site for the **HOLDAAK restaurant.** Our site acceptance is based on residential population, traffic counts and patterns, competing establishments, median income levels, availability of parking, rental and lease terms, physical configuration of the site and growth trends in the area. We must approve any site selected, but our approval in no way serves as a guarantee of success for the location, only that it meets our general criteria. If you cannot find a suitable site within 180 days (or more, if you request and receive an extension) from signing the Franchise Agreement, we can terminate the Franchise Agreement and you will not be entitled to receive any refund of the Initial Franchise Fee.

The typical length of time between when you sign the Franchise Agreement and the time when your **HOLDAAK restaurant** opens will generally be 8 to 12 months. The factors affecting this length of time include the time necessary for you to obtain your location for the tenant improvements to be completed, and to obtain your equipment furniture fixtures and signs, and other décor items needed, and to schedule your initial training, and hire and train any necessary employees. There may be other circumstances in which, because of delays, construction schedules and other events beyond your and our control it takes longer. Franchisee must have the **HOLDAAK restaurant** open by 12 months from signing the Franchise agreement, except for delays not caused by Franchisee. Reasonable extensions may be granted upon request when Franchisee shows it has been diligently pursuing opening, and pre-opening requirements.

Delays caused by Covid 19 Pandemic restrictions may also delay opening; we will give extensions for any time period of a delay caused by the Pandemic, which directly affects the opening of your **HOLDAAK restaurant**. You do not have the right to “change your mind” about developing or opening the **HOLDAAK restaurant,** even with delays caused by Pandemic, and if you decide not to go forward with the requirements to find a location, develop the location, and open the restaurant even after the delays have subsided, we will consider this an abandonment, and breach of contract, entitling us to terminate your franchise agreement and pursue any damages we incur.

Because there is always uncertainty about if and when you will locate and develop acceptable franchise location, how long it will take to open your **HOLDAAK restaurant** and about whether you will successfully complete training, you should not terminate employment or cease other income producing activity until after these events have occurred.

You must execute a Conditional Lease Assignment or similar language in your location lease, assigning rights to take over the location to us upon their default. The Form Conditional Lease Assignment is in **Exhibit C** to the Franchise Agreement.

OPERATIONS MANUAL

Our Operations Manual contains all aspects about the operations of your **HOLDAAK restaurant** and our company philosophy and is 90 pages. We reserve the right to modify, add, delete and revise the Manual at any time in our sole discretion, and if we do we will provide you with updates sections either electronically or hard copy or both. The Table of Contents of our Operations Manual is contained in **Attachment D** to this Franchise Disclosure Document.

The Operations Manual is confidential and our proprietary property which will be on loan to you. You must safeguard this Manual and not allow it to be distributed to any third parties except as necessary to operate your business, and only then to individuals who have signed a confidentiality agreement as in **Exhibit G** to the Franchise Agreement.

TRAINING

We do not charge for the initial training for a total of two people, but you must pay the travel and living expenses for you and your trainees. An additional training fee is due for any trainees beyond two. All training occurs at our Company locations in **California** and possibly in the future at at one or more operating **HOLDAAK restaurant** franchisee locations. You and your trainees must successfully complete the initial training program. We will decide whether you successfully complete the initial training program based upon knowledge test results and our observations of your ability to use the knowledge effectively. Our new franchisee training program consists of approximately 2 weeks (M-F) at approximately 6 hours a day plus a lunch break.

Listed below is a chart showing our tentative training schedule. All times are approximate, and we may adjust them based upon your experience and rate of learning. Since we have not yet sold any franchises and are still formulating our training program, there may be additional categories and hours than indicated above, and some categories or hours may be reduced. This is our estimate only and we are still making refinements as we open restaurants.

Initial Training

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Orientation and Business Concept	2	0	Our Holdaak location(s)
Store Management	4	10	Our Holdaak location(s)
Human Resources and Customer Service	4	10	Our Holdaak location(s)
Marketing	4	10	Our Holdaak location(s)
Food Preparation	6	30	Our Holdaak location(s)

Total	20	60	

Mr. Seun Bum Park is our trainer, and we may bring in other appropriate persons to conduct parts or all of the training. Please refer to Item 2 for biographical information regarding Mr. Park's experience.

In addition, corporate personnel will spend up to 40 hours (during 1 week) in your **HOLDAAK restaurant** after you open for additional post-opening training. The post opening training may be shorter depending on how well you and your employees perform the operations after opening. Any further training still needed beyond 40 hours will be billed at $250 per day.

You are responsible for the recruitment and hiring of *all* of your employees. You are also responsible for the training of all **HOLDAAK restaurant** employees, however we offer training for additional employees beyond the 2 your franchise fee covers, for an additional $250/day. We will also be available to advise and assist you in opening the **HOLDAAK restaurant** by coordinating your pre-opening activities and operations, as we deem necessary for the opening of your **HOLDAAK restaurant.**

ITEM 12

TERRITORY

We will grant you a geographic territory ("Territory"), which we will describe in **Exhibit B** to the Franchise Agreement. Your Territory will generally be approximately 2-mile radius around your location but may be less depending on population for the surrounding area.

You will not receive an exclusive territory; you may have competition from other competitors and other franchisees and other company owned **HOLDAAK restaurants.**

However, if you are not in breach of the Agreement, we will not locate or open a **HOLDAAK restaurant** in your Territory, either company-owned or franchised, during the term of the Agreement.

You are permitted to operate your **HOLDAAK restaurant** only at one location and only within your Territory. The Franchise Agreement does not grant you any options, rights of first refusal or similar rights to contiguous territories. You must apply for and qualify for additional franchises, pay an additional fee and sign a new franchise agreement for additional franchises.

If you seek to relocate your **HOLDAAK restaurant** you must obtain our approval of the new location, which must be inside your territory. We have the right to deny a relocation that in our opinion would be too close to another **HOLDAAK restaurant** even if the new location is inside your Territory. We reserve the right to re-draw your or other franchisees' Territory borders with your or the other franchisees' consent, to accommodate a re-location or a new franchise to accommodate a distance in our opinion that would be beneficial to contiguous territories. We will not re-draw your Territory without your consent.

There are no restrictions on where customers may come from.

The Agreement excludes certain sites from your Territory, even though they may be located within the boundaries of your Territory. Exclusions are: Home shows, fairs, exhibitions, community events and other temporary sites. We also reserve the right to open a **HOLDAAK restaurant** in the following areas inside your territory: malls, amuzement parks, hotels, airports, train and subway stations, schools, universities, medical facilities, and any other similar locations that are "inside" other private or public locations or facilities. We, or a person we designate, may directly or indirectly sell and distribute goods and services at those locations, including the same goods and services you offer and may use the Marks, without paying you or any other franchisee. In addition, we may offer products and services under the same or a different trade name or trademark, including within your Territory through alternative distribution methods, including through catalogs, mail order and through electronic media, including television, radio, the internet and through other new or emerging commercial technological media without paying you or any other franchisee. You may not market your menu items or products over the Internet, other than through our website online ordering. You may not market your menu items or products nor through social media except in accordance with our social media policy. You may not market your menu items or products through other alternative distribution methods, without our prior written approval.

Except as described above, we will not alter your Territory. Your continued Territory rights are not affected by your sales volume, market penetration or any other contingency.

ITEM 13.
TRADEMARKS

We own the following Marks we have applied in the United States Patent and Trademark Office:

MARK	Registration Date	Registration No.	International Class	Status
HOLDAAK	August 18, 2020 (principal register)	Registration No. 6128655	043	Registered
HOLDAAK FAR EAST CHICKEN SHOP	March 31, 2021 (principal register)	Registration No. 6303192	043	Registered

We give you the right to use the name "**HOLDAAK"** and our logo above and other trade names, trademarks, service marks, trade dress and logos we currently use or which we may adopt or be sublicensed, (the "Marks") in the **HOLDAAK restaurant**. You must follow our rules when you use the Marks. You may only use the Marks exactly as we specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service.

There are no presently active determinations of the USPTO or any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks that is relevant to your ability to use the Marks in connection with the **HOLDAAK restaurant**. We intend to file all affidavits to maintain the trademarks.

There are no agreements that significantly limit our rights to use or license you to use the Marks in any manner material to the **HOLDAAK restaurant**.

You must inform us if you become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without our prior written approval. We or our affiliate may take whatever action we deem appropriate to protect or defend the Marks or System, but we or they need not take any action.

If a third party sues you claiming that you are infringing the trademark or trade name of the third party by using the Marks, you must inform us immediately. We or our affiliate will determine whether or not to defend and indemnify you in this lawsuit, and if we or they do, we or they have the right to control the litigation including any settlements, for which we or they will indemnify you. However, we or they will not agree to any judgment against you.

It may become necessary in our sole discretion, because of trademark litigation, a decision of the USPTO, or otherwise, to change the Marks. In that event, you must immediately adopt the new or revised Marks and our maximum liability, including for any purported goodwill, is to reimburse you for the actual out-of-pocket costs of changing the principal signs identifying your **HOLDAAK restaurant.**

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect your use of the Marks.

Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

You may not use our Marks, name or the word "**HOLDAAK**" in your corporate or LLC name. You or your corporation or LLC may file a fictitious business name statement in the county where your **HOLDAAK restaurant** is located, with our prior consent as to format of the name.

We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new equipment or new techniques and you must adopt the changes in the System. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. Except as provided in this Item 13, we will have no liability or obligation to reimburse you for your modification or discontinuance of any Mark or costs of implementing a new Mark.

ITEM 14.

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents. We claim copyright protection in our proprietary Operations Manual and revisions, and all training materials we provide to you and your employees, and all recipes and processes not generally known to the public. We have not registered any copyrights but may in the future.

All other information we will provide to you, including any information about our System and the methods of doing business, all financial information, including certain annual reports on marketing funds expenditures, if requested, are all our confidential and proprietary information. All information we provide to you or which you develop in the course of performing under the Franchise Agreement, which is not generally available to the public is our proprietary Information. You are responsible for protecting all proprietary and confidential Information, and you cannot transfer the same to anyone at any time.

You must require each manager and employee to whom you disclose our proprietary and confidential information to sign a confidentiality agreement. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS

You must either devote your full time and effort to managing and operating the **HOLDAAK restaurant** or delegate its management or operation to a trained manager and must reserve and exercise ultimate authority and responsibility over operation and management. If you delegate management and operation to a manager, the manager must first successfully complete our initial training program before, or within thirty days after assuming the role of manager. If you are a corporation or other entity, each owner must personally guaranty the Franchiser Agreement and the entity must designate a competent manager. We do not require the designated manager to be an equity owner of the franchised business. You must require each manager and employee to whom you disclose our proprietary and confidentiality information to sign a confidentiality agreement. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

ITEM 16.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only the menu items, products and services we approve. You must offer all required products and services under our Marks and following our System. You must obtain your inventory and equipment and POS from suppliers we approve.

We are the only approved supplier for a majority of the required Inventory.

We have sole discretion in determining what constitutes the **HOLDAAK restaurant** image.

You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give you such approval.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether we, you or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement. There are no restrictions on our right to modify the types of menu items and other products and services you will offer that we determine should be offered at all **HOLDAAK restaurant** locations.

You may not use your **HOLDAAK restaurant** for any purposes other than the operation of the **HOLDAAK restaurant** in full compliance with the Franchise Agreement and Operations Manual, without our prior written approval. You must purchase, use and offer each of and only the types, brands and quality of products and services we designate.

You must operate your **HOLDAAK restaurant** all days and during the minimum hours we prescribe in the Operations Manual, unless local conditions, like terms of your lease, require different days/hours or you obtain our prior written consent. Your operations must comply with all laws, including, but not limited to, laws on packaging, labeling, health and sanitation, environmental waste, and the like. You must investigate these laws and ensure compliance.

Any variation from our mandatory requirements requires our prior written approval. We may grant approval only in exceptional cases in our discretion. Granting an exception to another franchisee does not require us to grant you that *or* any exception. We may add to, modify or discontinue the approved list of menu items, ingredients, preparation processes, or other goods and services you must offer. We communicate changes by written bulletin or revisions to the Operations Manual. There is no limit on our right to impose these modifications. You will be given reasonable time (at least 30 days) after notice from us to implement changes and stop selling particular items which we delete from the approved list.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

The Franchise Relationship

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Section 1.01	10 years.
b.	Renewal or extension of the term	Section 9.01	One 10 year additional term
c.	Requirements for you to renew or extend	Section 9.02	Be in good standing, sign new agreement, update or replace equipment, retain location, remodel or refurbish, give 6 months notice and pay a fee of one-half the THEN current Initial Fee, no unethical conduct or otherwise cause harm to Marks, We must still be offering franchises.
d.	Termination by You	None	
e.	Termination by Franchisor without cause	None	
f.	Termination by Franchisor with cause	Sections 15(a), 15(b), 15 (c)	We may terminate only for cause. We may, in lieu of terminating your franchise, terminate your territorial rights and leave your franchise in full force and effect; however, terminating your territorial rights does not limit our rights thereafter to terminate your franchise for the same or a different cause.
g.	"Cause" defined—defaults which can be cured	Anything not listed in Section 15(b)	You have 30 days to cure any breach of the Agreement for which the Agreement does not specify a shorter period.

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined—defaults which cannot be cured	Section 15(b)	Non-curable defaults: repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; failure to correct any health codes violation or regulations; premised gets shut down by government, or Landlord; conviction of a felony, unethical or dishonest business dealings; termination of any other agreement between you and us for cause.
i.	Your obligations on termination/nonrenewal	Section 16.02 & Article 17	No further use of Marks, telephone numbers, telephone listings, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to us; We have option to lease or assume lease for your location; sign document(s) to transfer telephone numbers; continuing royalties on pending sales, if any; and We have option to purchase any part of your business assets. If we elect to assume your lease and to operate a **HOLDAAK restaurant** business from your Location, we will purchase of assets (other than the trademarks or franchise license), for appraised value from independent appraiser; You must cooperate in a changeover procedure, in order to facilitate a smooth transition.
j.	Assignment of contract by Franchisor	Section 12.05 & Article 14	No restriction on our right to assign if our assignee assumes all of our obligations.
k.	"Transfer" by You—definition	Sections 12.01, 12.03	Includes any assignment, transfer, sale, sublease or encumbrance of the Agreement, the Franchise, the assets of your business, the location lease, or of any ownership interest in the Franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by franchisee	Sections 12.01, 12.04	Franchisor has the right to approve or disapprove all transfers.

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for Franchisor's approval of transfer	Sections 12.01, 12.02, 12.03, 12.04	You are current in all fees to us; You are not in material breach of the Agreement; You have paid all debts of your business; new Franchisee signs release of claims against Us for representations You made; You sign a mutual termination and release of the Agreement; We receive transfer fee One-half the THEN current Initial Fee; new Franchisee signs the then-current form of Agreement, new Franchisee qualifies; new Franchisee successfully completes initial training program; new Franchisee obtains rights to your location lease, if applicable; and we receive 30 day right of first refusal. The fee to transfer to an entity with identical ownership is $500.
n.	Franchisor's right of first refusal to acquire Your business	Section 12.02(k)	We may match any offer for your business.
o.	Franchisor's option to purchase Your business	Sections 17.05, 17.06	On termination, we may purchase any part of your business at the fair market value of the tangible personal property purchased.
p.	Your death or disability	Article13	Your heirs or personal representative must, within 6 months, either (i) request the right to continue to operate the business, subject to Article 12 of the Agreement except that no transfer fee will be payable, or (ii) sell the **HOLDAAK restaurant** to a third party, subject to Article 12 of the Agreement. The same applies if you become disabled.
q.	Non-competition covenants during the term of the franchise	Article 16.01	No involvement in any competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Article 16.02	Subject to State laws, for 24 months, you must not compete with us within 20 miles of the boundaries of your Territory, solicit or divert any of our customers or vendors or customers or vendors of any other franchisee, disclose any trade secrets, or solicit or hire any of our employees, former employees or franchisees. Subject to State laws, for 24 months, You will not be employed by or in business with any person or entity that does any of those things.

	Provision	Section in Franchise Agreement	Summary
s.	Modification of the agreement	Section 20.12	Only by written agreement; We may modify Operations Manual at any time.
t.	Integration/merger clause	Section 20.11	Only the terms of this Franchise Disclosure Document ad the Franchise Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 18	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, we ad you will settle all disputes by mandatory binding Arbitration.
v.	Choice of forum	Sections 18.01, 18.03	Litigation or arbitration must be in the state of California.
w.	Choice of law	Section 20.09	The law of the state of California applies except as related to post term non-competition clause, then state where Franchisee is located applies, and except for trademark infringement, which will be governed by Federal laws.

ITEM 18.
PUBLIC FIGURES

We do not currently use any public figure to promote the **HOLDAAK restaurant** franchise.

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Below are the actual 2021 Gross Revenues of franchisees whose Holdaak restaurants have been open more than 12 months as of December 31, 2021. Also below are the actual 2021 Gross Revenues of our two Southern California affiliate owned Holdaak restaurants. One of our two company-affiliate owned Holdaak restaurants opened March 2017 and the other opened in December 2019. These Holdaak Restaurants are the typical Holdaak Restaurant selling the products and menu items franchisees sell at a franchised Holdaak Restaurant.

We have 4 franchisees as of December 31, 2021. Of the 4, franchisees, there are 3 that have been open less than 12 months, and 1 has been open 13 months. We excluded the 3 in this Item because they have not been open at least 12 months.

Gross Revenues does not include sales tax, refunds or discounts.

Affiliate Owned #1
2021 Gross Revenues: 1,249,103

Affiliate Owned #2
2021 Gross Revenues: $801,868

Franchisee #1
2021 Gross Revenues: $768,134

The Gross Revenues above have not been audited. We have relied on our franchisees to accurately report their Gross Revenues to us.

These outlets have sold these amounts. Your individual results may vary. There is no assurance that you will sell as much.

Written substantiation for the representation will be made available to the prospective franchisee upon reasonable request.

The financial performance representation does not reflect costs of sales, operating expenses, or other costs or expenses that must be deducted from gross revenues or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operation of your **Holdaak Restaruant**. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be once source of this information.

Other than the above, we 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 **Sean Jung Min Kim 1201 South Euclid Street, Ste. B, Fullerton, CA 92832, PH (714) 313-2640** and the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
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	1	+1
	2021	1	4	+3
Company-Owned	2019	1	2	+1
	2020	2	3	+1
	2021	2	2	0
Total Outlets*	2019	1	1	0
	2020	2	3	+1
	2021	3	6	+3

*One additional franchisee opened in February 2022 (see attachment C)

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

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

Table 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	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	1	0	0	0	0	1
	2020	1	3	0	0	0	0	4
TOTAL	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	3	0	0	0	0	4

Table 4
Status of Company-Owned 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 the Year
California	2019	1	1	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3
TOTAL	2019	1	1	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3

Table 5
Projected Openings 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	2	3	1
TOTALS	2	3	1

ITEM 21.
FINANCIAL STATEMENTS

EXHIBIT A contains our Audited Financial Statements, for the periods ending, December 31, 2019,December 31, 2020, and December 31, 2021.. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following are the contracts and agreements you may be asked to sign, that are included in this Franchise Disclosure Document:

Franchise Agreement-FDD Attachment B
Conditional Lease Assignment, Franchise Agreement, Exhibit C
Assignment of Telephone numbers, Franchise Agreement, Exhibit D
Personal Guarantee-Franchise Agreement, Exhibit E
Electronic Funds Transfer Authorization, Franchise Agreement, Exhibit F
General Release-FDD Attachment G

ITEM 23.
RECEIPT

There are two identical copies of the RECEIPT at the end of this Franchise Disclosure Document. Please remove one copy, sign and date it the day you received it, and return it to us, and keep the other copy for your records.

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HOLDAAK®

FRANCHISE DISCLOSURE DOCUMENT

ATTACHMENTS

ATTACHMENT A

FINANCIAL STATEMENTS

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Independent Auditors' Report
and
Financial Statements
of
HOLDAAK F&B, INC.

December 31, 2021 and 2020

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3530 Wilshire Blvd.
Suite 1350
Los Angeles, CA 90010

10620 Treena Street
Suite 230
San Diego, CA 92131

Independent Auditors' Report

The Stockholders
Holdaak F&B, Inc.
La Habra, California

Opinion

We have audited the accompanying financial statements of Holdaak F&B, Inc. (the Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of comprehensive income and loss, changes in stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional

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omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

ABL CPA

Los Angeles, California
April 1, 2022

HOLDAAK F&B, INC.

BALANCE SHEETS
December 31, 2021 and 2020

		December 31,	
ASSETS		**2021**	**2020**
Cash	$	12,980	95,828
Accounts receivable		—	18,880
Due from affiliates		134,022	—
Advances to vendors		125,000	175,000
Prepaid expenses and other current assets		800	—
Total current assets		272,802	289,708
Total assets	$	272,802	289,708
LIABILITIES AND STOCKHOLDERS' EQUITY			
Accounts payable	$	—	19,566
Current portion of contract liabilities		4,800	1,200
Accrued expenses and other current liabilities		—	8,200
Total current liabilities		4,800	28,966
Contract liabilities, net of current portion		38,700	10,500
Total liabilities		43,500	39,466
Common stock – no par value; 1,000,000 shares authorized; 100,000 shares issued and outstanding		250,000	250,000
Retained earnings (accumulated deficit)		(20,698)	242
Total stockholders' equity		229,302	250,242
Commitments and contingencies			
Total liabilities and stockholders' equity	$	272,802	289,708

See accompanying notes to financial statements.

HOLDAAK F&B, INC.

STATEMENTS OF COMPREHENSIVE INCOME AND LOSS
Years ended December 31, 2021, 2020, and 2019

		2021	2020	2019
Revenues:				
Wholesale	$	851,628	61,901	—
Franchise fees		43,200	13,300	—
Royalties		45,864	7,113	—
Total revenues		940,692	82,314	—
Cost of revenues		900,184	47,551	—
Gross profit		40,508	34,763	—
Selling, general, and administrative expenses		60,648	33,636	—
Operating income (loss)		(20,140)	1,127	—
Provision for income taxes		(800)	(885)	—
Net income (loss)	$	(20,940)	242	—
Other comprehensive income and loss		—	—	—
Net comprehensive income (loss)	$	(20,940)	242	—

See accompanying notes to financial statements.

HOLDAAK F&B, INC.

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
Years ended December 31, 2021, 2020, and 2019

	Common stock			Retained earnings (accumulated deficit)	Total stockholders' equity
	Shares		Amount		
Balance at December 31, 2018	—	$	—	—	—
Issuance of common stock shares	100,000		250,000	—	250,000
Balance at December 31, 2019	100,000		250,000	—	250,000
Net income	—		—	242	242
Balance at December 31, 2020	100,000		250,000	242	250,242
Net loss	—		—	(20,940)	(20,940)
Balance at December 31, 2021	100,000	$	250,000	(20,698)	229,302

See accompanying notes to financial statements.

HOLDAAK F&B, INC.

STATEMENTS OF CASH FLOWS
Years ended December 31, 2021, 2020, and 2019

		2021	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income (loss)	$	(20,940)	242	—
Adjustments to reconcile net income (loss) to net cash used in operating activities:				
Changes in accounts receivable		18,880	(18,880)	—
Changes in due from affiliates		(134,022)	—	—
Changes in advances to vendors		50,000	(175,000)	—
Changes in prepaid expenses and other current assets		(800)		
Changes in accounts payable		(19,566)	19,566	—
Changes in contract liabilities		31,800	11,700	—
Changes in accrued expenses and other current liabilities		(8,200)	8,200	—
Net cash used in operating activities		(82,848)	(154,172)	—
CASH FLOWS FROM FINANCING ACTIVITIES:				
Proceeds from issuance of common stock		—	—	250,000
Net cash provided by financing activities		—	—	250,000
NET INCREASE (DECREASE) IN CASH		(82,848)	(154,172)	250,000
Cash — Beginning of year		95,828	250,000	—
Cash — End of year	$	12,980	95,828	250,000
Supplemental disclosures of cash flow information:				
Cash paid during the year for income taxes	$	1,685	800	—

See accompanying notes to financial statements.

1. ORGANIZATION AND BUSINESS DESCRIPTION

Holdaak F&B, Inc. (the Company) is a California corporation incorporated in December 2018. The Company is a restaurant franchisor which authorizes and manages franchisees operating restaurants under the brand name "Holdaak Far East Chicken Shop" in the United States of America.

The Company is registered as a franchisor in California. Under the franchise agreements, franchisees are required to pay non-refundable franchise fees of $25,000. In addition, franchisees pay 5% of gross sales as royalties to the Company. The franchise agreements generally have initial terms of ten years and franchisees have the right to extend the term of agreement for another ten years.

The Company commenced its operation in 2020.

2. BASIS OF PRESENTATION

2.1. Reporting Framework

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

2.2. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used primarily in determining valuation of accounts receivable, income tax uncertainties, and other contingencies.

2.3. COVID-19 Pandemic

In response to the outbreak of the novel strain of the coronavirus, COVID-19, governments have implemented, and continue to implement, a variety of measures to reduce the spread of COVID-19, including travel restrictions and bans, instructions to residents to practice social distancing, curfews, quarantine advisories, including quarantine restrictions after travel in certain locations, shelter-in-place orders, required closures of non-essential businesses and additional restrictions on businesses as part of re-opening plans. These measures have adversely affected, and may further adversely affect, consumer sentiment and discretionary spending patterns, businesses' workforce and operations, and general economies.

The Company expects the COVID-19 pandemic and its effects to continue to have an adverse impact on its business for the duration of the pandemic and during the subsequent economic recovery. However, due to the uncertain and rapidly evolving nature of current conditions, it is not feasible to estimate the full magnitude and extension of such negative impact of the COVID-19 on the Company's financial condition, liquidity, and future results of operations.

3. Summary of Significant Accounting Policies

3.1. *Fair Value of Financial Instruments*

The Company's financial instruments are primarily composed of cash, accounts receivable, due from affiliates, accounts payable, and accrued expenses. The fair values of these financial instruments closely approximate their carrying values due to their short-term maturities.

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels: Level 1, defined as quoted prices in active markets; Level 2, defined as observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and Level 3, defined as unobservable inputs about which little or no market data exist, therefore requiring an entity to develop its own assumptions.

3.2. *Cash*

The Company maintains its cash accounts at commercial banks. From time to time, cash balances maintained in one of such banks may exceed $250,000, the maximum insured amount by the Federal Deposit Insurance Corporation. However, management believes they are not exposed to any significant risk on their cash balances. The Company considers all highly liquid instruments with a maturity of three months or less when purchased to be cash equivalents.

3.3. *Accounts Receivable*

Accounts receivable account balance represents the amount due from customers for the revenue generating transactions already completed as of the balance sheet date. Accounts receivable items are recorded at the invoiced amount and do not bear interest. Amounts collected on accounts receivable are included in net cash provided by operating activities in the accompanying statements of cash flows.

The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company reviews its allowance for doubtful accounts regularly. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. There was no write-off for the years ended December 31, 2021, 2020 and 2019. The Company does not have any off-balance-sheet credit exposure related to its customers.

3.4. *Revenue Recognition*

In general, revenues from contracts with customers are recognized when or as the Company satisfies its performance obligations, which usually is when or as the customers obtain control of the goods or services. The amount of revenue recognized is the amount allocated to the satisfied performance obligation.

The Company's revenues mainly consist of wholesale merchandise sales, which are generally recognized upon acceptance of goods by customers, and franchise fees and royalty income, which are generally recognized when or as the promised services are provided.

In accordance with the guidance of ASU 2021-02, Franchisors – Revenue from Contracts with Customers (952-606), and the Company elected to recognize the pre-opening services as a single performance obligation. Accordingly, amount allocated to such performance obligation is recognized as revenue at the point of completion of the related services, generally upon opening of franchisee's restaurant. Franchise fees for other than pre-opening services are deferred as contract liabilities and recognized as revenue over the applicable license term as the Company satisfies the performance obligation of granting the franchisees to the rights of its intellectual property. Total contract price under each franchise agreement is allocated between these performance obligations pro rata to each performance obligation's standalone selling price.

Royalties are variable considerations based on percentage of franchisees' retail sales, which are recognized in the period franchisees' underlying sales occur, and, accordingly, are not included in the upfront transaction price for the overall performance obligation relating to providing pre-opening services and access to the Company's intellectual property.

The Company elected to use the practical expedient in ASC paragraph 606-10-50-14, Revenue from Contracts with Customers – Overall – Disclosure, and does not disclose information about remaining performance obligations that have original expected durations of one year or less.

3.5. *Advertising*

The Company expenses advertising costs as incurred. Advertising costs, if any, are included in selling, general, and administrative expenses in the accompanying statements of comprehensive income and loss.

3.6. *Income Taxes*

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established if, based on the weight of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general, and administrative expenses.

3.7. *Contingencies*

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

3.8. *Recently Adopted Accounting Standards*

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity also should disclose sufficient quantitative and qualitative information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. In addition, the FASB issued ASU 2021-02, Franchisors – Revenue from Contracts with Customers (Subtopic 952-606), which introduces new practical expedient that simplifies the application of the guidance about identifying performance obligations for franchisors. The practical expedient permits franchisors that are not public business entities to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. Additionally, the ASU provides an accounting policy election to recognize the pre-opening services as a single performance obligation. The new standards are effective for annual periods in fiscal years beginning after December 15, 2020. The Company early adopted the provisions of ASU 2014-09, as well as ASU 2021-02, as of January 1, 2020. Since the Company adopted the ASUs prior to commencement of its operation, adopting the ASUs did not have a material effect on the Company's financial statements at the time of adoption.

3.9. *Recently Issued Accounting Standards*

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which supersedes FASB ASC Topic 840, Leases, and makes other conforming amendments to U.S. GAAP. ASU 2016-02 requires, among other changes to the lease accounting guidance, lessees to recognize most leases on-balance sheet via a right of use asset and lease liability, and additional qualitative and quantitative disclosures. ASU 2016-02 is effective for annual periods in fiscal years beginning after December 15, 2021, permits early adoption, and mandates a modified retrospective transition method. The Company plans to adopt the provisions of ASU 2016-02 as of January 1, 2022. The Company is currently evaluating the effect the adoption of ASU 2016-02 will have on its financial statements.

In December 2019, the FASB issued ASU No. 2019-12, Simplifying the Accounting for Income Taxes, which removes certain exceptions to the general principles in ASU Topic 740 – Income Taxes. These changes are effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company currently plans to adopt the provisions of ASU 2019-12 as of January 1, 2022. The Company is evaluating the effect the adoption of ASU 2019-12 will have on its financial statements.

4. *Revenues*

Revenues for the year ended December 31, 2021 and 2020 consists of the followings:

Year ended December 31, 2021:		Point-in-time	Over-time	Total
Revenues recognized from contracts with customers:				
Wholesale merchandise sales	$	851,628	—	851,628
Franchise fees		39,000	4,200	43,200
Royalties		—	45,864	45,864
Total revenues	$	890,628	50,064	940,692

Year ended December 31, 2020:		Point-in-time	Over-time	Total
Revenues recognized from contracts with customers:				
Wholesale merchandise sales	$	61,901	—	61,901
Franchise fees		13,000	300	13,300
Royalties		—	7,113	7,113
Total revenues	$	74,901	7,413	82,314

There was no revenue recognized for the year ended December 31, 2019.

Contract liabilities include payments received in advance of performance under the contract, such as deferred franchise fees. As of December 31, 2021 and 2020, the Company had contract liabilities with unsatisfied performance obligations of approximately $44,000 and $12,000, respectively. Significant changes in contract liabilities for the years ended December 31, 2021, 2020 and 2019 are as follows:

		2021	2020	2019
Balance – beginning of year	$	11,700	—	—
Increase from new contracts with customers entered into during the year		36,000	12,000	—
Decrease from recognition of revenue		(4,200)	(300)	—
Balance – end of year	$	43,500	11,700	—

5. ***Income Taxes***

Income tax expenses for the years ended December 31, 2021 and 2020 consist of the followings:

Year ended December 31, 2021:		Current	Deferred	Total
Federal	$	—	—	—
State and local		800	—	800
	$	800	—	800

Year ended December 31, 2020:		Current	Deferred	Total
Federal	$	85	—	85
State and local		800	—	800
	$	885	—	885

There was no income tax expense incurred for the year ended December 31, 2019.

The Company's income tax expense differed from the amount computed by applying the U.S. federal income tax rate to pretax income or loss mainly due to state income taxes and change in valuation allowance on deferred tax assets.

The Company's deferred tax assets as of December 31, 2021 amounted to approximately $6,000, which was offset by valuation allowance of the same amount. As of December 31, 2020 and 2019, the Company did not have deferred tax assets or liabilities.

The temporary differences that give rise to significant portions of the deferred tax assets at December 31, 2021 are related to state income taxes and net operating loss (NOL) carryforwards.

The net change in the total valuation allowance was an increase of approximately $6,000 in 2021. Management determined that the Company needed to provide full valuation allowance on its deferred tax assets at December 31, 2021, mainly considering the fact that the Company lacks earning history to support the likelihood of its realization.

The Tax Cuts and Jobs Act, which was signed into law in December 2017, eliminated limitation on the maximum carryforward period for unused NOL for Federal income tax purposes beginning tax year 2018. At December 31, 2021, the Company has NOL carryforwards of approximately $21,000 to offset future taxable income for Federal income tax purposes. The Company also has NOL carryforwards for state income tax purposes of approximately $19,000, which are available to offset future state taxable income through 2041.

The Company's income tax returns for years for 2019 and 2020 are still subject to U.S. federal or state income tax examinations.

6. Related Party Transactions

The Company paid certain start-up expenditures of affiliated companies on behalf of common stockholders. Such payments amounted to approximately $134,000 at December 31, 2021 and presented as due from affiliates in the accompanying balance sheets.

The Company's certain start-up expenditures were paid by a stockholder on behalf of the Company, resulting in a balance due to the stockholder outstanding at December 31, 2020 for the amount of approximately $8,000. Such balance is included in accrued expenses and other current liabilities in the accompanying balance sheets.

7. Commitments and Contingencies

7.1. Going-Concern

Accompanying financial statements have been prepared on a going concern basis, which assumes that the Company will be able to meet its obligations when due within one year after the date that the financial statements are available to be issued (the report date).

As shown in the accompanying financial statements, the Company has experienced net loss and negative cash flows from operating activities in recent years. Additionally, the COVID-19 pandemic has negatively affected the Company's results in the reporting periods; however, it is not feasible to estimate the full magnitude and extension of such negative impact. See note 2 for further discussion.

Management believes that the Company will be able to meet its obligations when due within one year after the report date with the funds the Company continues to generate from its operation and the funds to be collected from the affiliated companies. The Company's due from affiliates amounted to approximately $134,000 as of December 31, 2021, which are expected to be collected in early 2022.

Should the Company have difficulties satisfying its obligations as they come due until one year after the report date, the stockholders acknowledged that it has the intent and ability to provide additional capital injection to the Company sufficient for it to sustain its operations for at least one year after the report date. Accordingly, management has a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future and determined to continue using the going concern basis in preparing the financial statements.

7.2. Other Contingencies

The Company may be involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the Company is not involved in matters of which the ultimate disposition will have a material adverse effect on the Company's financial position, results of operations, or liquidity.

8. Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 1, 2022, the date at which the financial statements were available to be issued, and determined there have been no subsequent events that occurred during such period that would require disclosure or would be required to be recognized in the accompanying financial statements.

ABL CPA
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Independent Auditors' Report
and
Financial Statements
of
HOLDAAK F&B, INC.

December 31, 2020

ABL CPA
AUDIT • TAX • CONSULTING

3530 Wilshire Blvd.
Suite 1350
Los Angeles, CA 90010

10620 Treena Street
Suite 230
San Diego, CA 92131

Independent Auditors' Report

The Stockholders
Holdaak F&B, Inc.
La Habra, California

We have audited the accompanying financial statements of Holdaak F&B, Inc., which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of comprehensive income, changes in stockholder's equity, and cash flows for each of the three years in the period ended December 31, 2020, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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3530 Wilshire Blvd.
Suite 1350
Los Angeles, CA 90010

10620 Treena Street
Suite 230
San Diego, CA 92131

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Holdaak F&B, Inc. as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

ABL CPA

Los Angeles, California
April 9, 2021

HOLDAAK F&B, INC.

BALANCE SHEET
December 31, 2020

		December 31,	
ASSETS		**2020**	**2019**
Cash	$	95,828	250,000
Accounts receivable		18,880	—
Advances to vendors		175,000	—
Total current assets		289,708	250,000
Total assets	$	289,708	250,000
LIABILITIES AND STOCKHOLDERS' EQUITY			
Accounts payable	$	19,566	—
Current portion of contract liabilities		1,200	—
Accrued expenses and other current liabilities		8,200	—
Total current liabilities		28,966	—
Contract liabilities, net of current portion		10,500	—
Total liabilities		39,466	—
Common stock – no par value; 1,000,000 shares authorized; 100,000 shares issued and outstanding		250,000	250,000
Retained earnings		242	—
Total stockholders' equity		250,242	250,000
Commitments and contingencies			
Total liabilities and stockholders' equity	$	289,708	250,000

See accompanying notes to financial statements.

HOLDAAK F&B, INC.

STATEMENT OF COMPREHENSIVE INCOME
Year ended December 31, 2020

		2020	2019	2018
Revenues:				
Wholesale	$	61,901	—	—
Franchise fees		13,300	—	—
Royalties		7,113	—	—
Total revenues		82,314	—	—
Cost of revenues		47,551	—	—
Gross profit		34,763	—	—
Selling, general, and administrative expenses		33,636	—	—
Operating income		1,127	—	—
Provision for income taxes		(885)	—	—
Net income	$	242	—	—
Other comprehensive income and loss		—	—	—
Net comprehensive income	$	242	—	—

See accompanying notes to financial statements.

HOLDAAK F&B, INC.

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
Year ended December 31, 2020

	Common stock			Retained	Total stockholders'
	Shares		Amount	earnings	equity
Balance at inception in December 2018	—	$	—	—	—
Balance at December 31, 2018	—		—	—	—
Issuance of common stock shares	100,000		250,000	—	250,000
Balance at December 31, 2019	100,000		250,000	—	250,000
Net income	—		—	242	242
Balance at December 31, 2020	100,000	$	250,000	242	250,242

See accompanying notes to financial statements.

		2020	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income	$	242	—	—
Adjustments to reconcile net income to net cash used in operating activities:				
Changes in accounts receivable		(18,880)	—	—
Changes in advances to vendors		(175,000)	—	—
Changes in accounts payable		19,566	—	—
Changes in contract liabilities		11,700	—	—
Changes in accrued expenses and other current liabilities		8,200	—	—
Net cash used in operating activities		(154,172)	—	—
CASH FLOWS FROM FINANCING ACTIVITIES:				
Proceeds from issuance of common stock		—	250,000	—
Net cash provided by operating activities		—	250,000	—
NET INCREASE (DECREASE) IN CASH		(154,172)	250,000	—
Cash — Beginning of year		250,000	—	—
Cash — End of year	$	95,828	250,000	—
Supplemental disclosures of cash flow information:				
Cash paid during the year for income taxes	$	800	—	—

See accompanying notes to financial statements.

1. *Organization and Business Description*

Holdaak F&B, Inc. (the Company) is a California corporation incorporated in December 2018. The Company is a restaurant franchisor which authorizes and manages franchisees operating restaurants under the brand name "Holdaak Far East Chicken Shop" in the United States of America.

The Company is registered as a franchisor in California. Under the franchise agreement, a franchisee is required to pay a non-refundable franchise fee of $25,000. In addition, franchisee pays 5% of gross sales as royalties to the Company. Franchise agreements generally have an initial term of ten years and franchisees have the right to extend the term of agreement for another ten years.

The Company commenced its operation in 2020.

2. *Basis of Presentation*

2.1. *Reporting Framework*

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

2.2. *Use of Estimates*

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used primarily in determining valuation of accounts receivable, income tax uncertainties, and other contingencies.

2.3. *COVID-19 Pandemic*

In response to the outbreak of the novel strain of the coronavirus, COVID-19, governments have implemented, and continue to implement, a variety of measures to reduce the spread of COVID-19, including travel restrictions and bans, instructions to residents to practice social distancing, curfews, quarantine advisories, including quarantine restrictions after travel in certain locations, shelter-in-place orders, required closures of non-essential businesses and additional restrictions on businesses as part of re-opening plans. These measures have adversely affected, and may further adversely affect, consumer sentiment and discretionary spending patterns, businesses' workforce and operations, and general economies.

The Company expects the COVID-19 pandemic and its effects to continue to have an adverse impact on its business for the duration of the pandemic and during the subsequent economic recovery. However, due to the uncertain and rapidly evolving nature of current conditions, it is not feasible to estimate the full magnitude and extension of such negative impact of the COVID-19 on the Company's financial condition, liquidity, and future results of operations.

3. Summary of Significant Accounting Policies

3.1. *Fair Value of Financial Instruments*

The Company's financial instruments are primarily composed of cash, accounts receivable, accounts payable, and accrued expenses. The fair values of these financial instruments closely approximate their carrying values due to their short-term maturities.

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels: Level 1, defined as quoted prices in active markets; Level 2, defined as observable prices that are based on inputs not quoted in active markets, but corroborated by market data; and Level 3, defined as unobservable inputs about which little or no market data exist, therefore requiring an entity to develop its own assumptions.

3.2. *Cash*

The Company maintains its cash accounts at commercial banks. From time to time, cash balances maintained in one of such banks may exceed $250,000, the maximum insured amount by the Federal Deposit Insurance Corporation. However, management believes they are not exposed to any significant risk on their cash balances. The Company considers all highly liquid instruments with a maturity of three months or less when purchased to be cash equivalents.

3.3. *Accounts Receivable*

Accounts receivable account balance represents the amount due from customers for the revenue generating transactions already completed as of the balance sheet date. Accounts receivable items are recorded at the invoiced amount and do not bear interest. Amounts collected on accounts receivable are included in net cash provided by operating activities in the accompanying statement of cash flows.

The Company maintains an allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. In establishing the required allowance, management considers historical losses adjusted to take into account current market conditions and customers' financial condition, the amount of receivables in dispute, and the current receivables aging and current payment patterns. The Company reviews its allowance for doubtful accounts regularly. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. There was no write-off for the year ended December 31, 2020. The Company does not have any off-balance-sheet credit exposure related to its customers.

3.4. *Revenue Recognition*

In general, revenues are recognized when risk of loss has passed to customers, collection of the relevant receivable is probable, persuasive evidence of an arrangement exists, and the sales price is fixed or determinable.

The Company's revenues mainly consist of wholesale merchandise sales, which are generally recognized upon acceptance of goods by customers, and franchise fees and royalty income, which are generally recognized upon completion of the performance obligations.

The Company adopted the guidance of ASU 2021-02, Franchisors – Revenue from Contracts with Customers (952-606), and elected to recognize the pre-opening services as a single performance obligation. Accordingly, amount allocated to such performance obligation is recognized as revenue at the point of completion of the related services, generally upon opening of franchisee's restaurant. Franchise fees for other than pre-opening services are deferred as contract liabilities and recognized as revenue over the applicable license term as the Company satisfies the performance obligation of granting the franchisees to the rights of its intellectual property. Total contract price under each franchise agreement is allocated between these performance obligations pro rata to each performance obligation's standalone selling price.

Royalties are variable considerations based on percentage of franchisees' retail sales, which are recognized in the period franchisees' underlying sales occur, and, accordingly, are not included in the upfront transaction price for the overall performance obligation relating to providing pre-opening services and access to the Company's intellectual property.

The Company elected to use the practical expedient in ASC paragraph 606-10-50-14, Revenue from Contracts with Customers – Overall – Disclosure, and does not disclose information about remaining performance obligations that have original expected durations of one year or less.

3.5. Advertising

The Company expenses advertising costs as incurred. Advertising costs, if any, are included in selling, general and administrative expenses in the accompanying statement of comprehensive income.

3.6. Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established if, based on the weight of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company records interest related to unrecognized tax benefits in interest expense and penalties in selling, general and administrative expenses.

3.7. Contingencies

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, and penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

3.8. *Recently Adopted Accounting Standards*

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers, which requires an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity also should disclose sufficient quantitative and qualitative information to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. In addition, the FASB issued ASU 2021-02, Franchisors – Revenue from Contracts with Customers (Subtopic 952-606), which introduces new practical expedient that simplifies the application of the guidance about identifying performance obligations for franchisors. The practical expedient permits franchisors that are not public business entities to account for pre-opening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. Additionally, the ASU provides an accounting policy election to recognize the pre-opening services as a single performance obligation. The new standards are effective for annual periods in fiscal years beginning after December 15, 2020. The Company early adopted the provisions of ASU 2014-09, as well as ASU 2021-02, as of January 1, 2020. Since the Company adopted the ASUs prior to commencement of its operation, adopting the ASUs did not have a material effect on the Company's financial statements at the time of adoption.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement, which modifies the disclosure requirements on fair value measurements in Topic 820. After the adoption of ASU 2018-13, an entity will no longer be required to disclose the amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy; the policy for timing of transfers between levels; the valuation processes for Level 3 fair value measurements; and, for nonpublic entities, the changes in unrealized gains and losses for the period included in earnings for recurring Level 3 fair value measurements held at the end of the reporting period. However, in lieu of a rollforward for Level 3 fair value measurements, a nonpublic entity will be required to disclose transfers into and out of Level 3 of the fair value hierarchy and purchases and issues of Level 3 assets and liabilities. ASU 2018-13 is effective for annual period beginning after December 15, 2019. The amendments on changes in unrealized gains and losses should be applied prospectively for only the most recent period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented on their effective date. Early adoption is permitted, and an entity also is permitted to early adopt any removed or modified disclosures on issuance of ASU 2018-13, and delay adoption of the additional disclosures until their effective date. The Company adopted the new standard as of January 1, 2020. After adopting ASU 2018-13, the Company's financial statements may include fewer disclosures about fair value measurements under certain situations; however, adopting the ASU did not have a material effect on the Company's financial statements.

3.9. *Recently Issued Accounting Standards*

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842), which supersedes FASB ASC Topic 840, Leases, and makes other conforming amendments to U.S. GAAP. ASU 2016-02 requires, among other changes to the lease accounting guidance, lessees to recognize most leases on-balance sheet via a right of use asset and lease liability, and additional qualitative and quantitative disclosures. ASU 2016-02 is effective for annual periods in fiscal years beginning after December 15, 2021, permits early adoption, and mandates a modified retrospective transition method. The Company plans to adopt the provisions of ASU 2016-02 as of January 1, 2022. The Company is currently evaluating the effect the adoption of ASU 2016-02 will have on its financial statements.

In December 2019, the FASB issued ASU No. 2019-12, Simplifying the Accounting for Income Taxes, which removes certain exceptions to the general principles in ASU Topic 740 – Income Taxes. These changes are effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company currently plans to adopt the provisions of ASU 2019-12 as of January 1, 2022. The Company is evaluating the effect the adoption of ASU 2019-12 will have on its financial statements.

4. Revenues

Revenues for the year ended December 31, 2020 consists of the followings:

		Point-in-time	Over-time	Total
Revenues recognized from contracts with customers:				
Franchise fees	$	13,000	300	13,300
Royalties		—	7,113	7,113
Revenues recognized from other sources:				
Wholesale merchandise sales		61,901	—	61,901
Total revenues	$	74,901	7,413	82,314

Contract liabilities include payments received in advance of performance under the contract, such as deferred franchise fees. As of December 31, 2020, the Company had contract liabilities with unsatisfied performance obligations through 2030 of approximately $12,000, of which approximately $1,000 is expected to be recognized as revenue over the next 12 months. Significant changes in contract liabilities for the year ended December 31, 2020 are as follows:

Balance at December 31, 2019	$	—
Increase from new contracts with customers entered into during the period		12,000
Recognition of revenue		(300)
Balance at December 31, 2020	$	11,700

5. ***Income Taxes***

Income tax expense for the year ended December 31, 2020 consists of the followings:

		Current	Deferred	Total
Federal	$	85	—	85
State and local		800	—	800
	$	885	—	885

The Company's income tax expense differed from the amount computed by applying the U.S. federal income tax rate to pretax income mainly due to state income taxes.

The Company's income tax returns for years for 2019 is still subject to U.S. federal or state income tax examinations.

6. ***Related Party Transactions***

The Company's certain start-up expenditures were paid by a stockholder on behalf of the Company, resulting in a balance due to the stockholder outstanding at December 31, 2020 for the amount of approximately $8,000. Such balance is included in accrued expenses and other current liabilities in the accompanying balance sheet.

7. ***Commitments and Contingencies***

The Company may be involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the Company is not involved in matters of which the ultimate disposition will have a material adverse effect on the Company's financial position, results of operations, or liquidity.

8. ***Subsequent Events***

The Company has evaluated subsequent events from the balance sheet date through April 9, 2021, the date at which the financial statements were available to be issued, and determined there have been no subsequent events that occurred during such period that would require disclosure or would be required to be recognized in the financial statements as of December 31, 2020.

ATTACHMENT B

FRANCHISE AGREEMENT

HOLDAAK®

Franchise Agreement

April 1, 2021

EXHIBITS

A. Location of HOLDAAK restaurant
B. Territory
C. Conditional Lease Assignment
D. Assignment of Telephone Numbers
E. Guarantee
F. Bank Authorization
G. Confidentiality Agreement (for Franchisee's employees)

HOLDAAK F & B, Inc.

Franchise Agreement

Franchise Agreement No.: ___________

DATED: ______________________(“Effective Date”)

BETWEEN: **HOLDAAK, F & B INC.** (“Franchisor”)

AND:

_________________________________(“Franchisee”)

____

____

TERRITORY: SEE EXHIBIT B

RECITALS

WHEREAS Franchisor has developed a unique system for creating and offering “hot chicken” menu items under the name “HOLDAAK” and operating and using the trademarks, operation system and using the required equipment, inventiry and branded items, (hereinafter the "System");

WHEREAS Franchisor owns the trademark and trade name "**HOLDAAK**" and related logos and marks and trade dress as more fully described in this Agreement (hereinafter the "Marks");

WHEREAS, as between Franchisor and Franchisee, Franchisor is the sole and exclusive owner of all goodwill associated with and to become associated with the Marks, the value of which Franchisee acknowledges;

WHEREAS Franchisee recognizes the advantages and value of the System and Marks and desires to obtain a license for a " **HOLDAAK restaurant**" business (hereinafter sometimes referred to as “**HOLDAAK restaurant**”);

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time;

WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning an **HOLDAAK restaurant** and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor's agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor's Franchise Disclosure Document.—revenues, profits or probability of success being affected primarily by factors beyond Franchisor's control, including Franchisee's skill, personality, diligence and dedication and general regional or local economic or demographic conditions; and

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement, which terms Franchisee understands and accepts and both parties acknowledge to be reasonable and material.

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article 1 – License, Term, Territory

1.01 Term

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to one and operate one (1) **HOLDAAK restaurant** using the System and Marks for a period of ten (10) years from and after the Effective Date of this Agreement. Franchisee shall be entitled to renew the term in accordance with Article 9.

1.02. Territory

a. <u>Territory.</u> Except as specifically permitted by this Agreement, Franchisee's **HOLDAAK restaurant** shall be the only **HOLDAAK restaurant** to operate within the geographical territory described in Exhibit B hereto (the "Territory"). Franchisor will not locate or open another **HOLDAAK**

restaurant in the Territory, either company-owned or franchised, during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. However, there shall be no geographic restrictions upon where customers may come from for any **HOLDAAK restaurant**, company-owned or franchised. Franchisee shall not distribute or publish advertising or otherwise market outside Franchisee's territory except in compliance with this Agreement and the Manual, or otherwise with Franchisor's consent.

b. <u>Exclusions from Territory.</u> The following, and any substantially similar locations, shall be excluded from Franchisee's Territory: Home shows, trade fairs, exhibitions and online product sales of related industry products or equipment. As to such excluded locations, Franchisor shall have the right, directly or indirectly, to sell and distribute goods and services, including those normally offered by Franchisee and using the Marks, without compensation to Franchisee or any other franchisee(s). Franchisor may, directly, indirectly, or through a franchisee or licensee offer products and services under the same or a different trade name or trademark, including within Franchisee's Territory through alternative distribution methods, including through catalogs, mail order, independent retail outlets, and through electronic media, including television, radio, the Internet, online advertising, social media and through other new or emerging commercial technological media. Franchisor shall have no obligation to share any revenues from alternative distribution activities with Franchisee. Without limiting the foregoing, Franchisee shall not, without Franchisor's prior written approval, which approval may be withheld for any reason whatsoever, use the Marks or any part of the Marks or anything similar to the Marks as part of a domain name or in any other manner in connection with any commerce on the Internet or similar media. Franchisee shall not use the Marks in or market through alternative distribution methods without Franchisor's prior written approval, which approval may be withheld for any reason whatsoever.

c. <u>Modifications of Territory.</u> The parties agree that the estimated population (if any identified for the Territory) or other identification of boundaries contained in Exhibit B is a reasonable estimate of the population of the Territory based upon available governmental data. In the event the population of the Territory increases by fifty percent (50%) or more from the estimated population contained in Exhibit B, based upon reliable governmental data (United States Bureau of the Census or successor if in the United States), Franchisor shall have the option of dividing Franchisee's Territory and creating a new Territory, which may include portion(s) of the territories of other franchisees. If, at the time Franchisor exercises the option to modify Franchisee's Territory, Franchisee is in full compliance with all of the terms of this Agreement and has had no notices of default within the prior twelve calendar months, then Franchisee shall have a sixty (60) day first right of refusal to license and operate another **HOLDAAK restaurant** in the newly created territory. If Franchisor's modification of Territory boundaries reduces the size of more than one franchisee's Territory, the franchisees shall receive rights of refusal in the order of the percent(s) of population severed from their respective territories as determined by Franchisor. If the territories of two or more franchisees are reduced by substantially equal percentages of population, the franchisees will receive rights of refusal in the order in which they executed their original franchise agreements for the affected territories.

*1.03 **HOLDAAK restaurant.***

The term "**HOLDAAK**" means a business in which the Franchisee engages in the business of operating a **HOLDAAK restaurant** serving **Far East inspired Chicken Sandwiches and other menu items,** other beverages and approved menu items, and products, to both sit down customers and to go orders, including online ordering. Franchisee will operate under the Marks and using the System (hereinafter the "System"). Franchisor shall have the right to add or delete or change product offerings at any time and Franchisee agrees to comply with such changes.

1.04 System And Marks.

a. Franchisee agrees to operate the **HOLDAAK restaurant** only according to the System and only under the Marks pursuant to the Manual. Franchisor will provide lists of current and new menu items, recipes, approved vendors, and suggested pricing guidelines as part of the System, Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor's name, training, formulas, menu items, recipes, methods of operation, reputation, advertising, system and similar benefits pursuant to which the Franchisee operates the **HOLDAAK restaurant**. Franchisor's unique trade dress is part of the Marks.

b. Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name "**HOLDAAK**". Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisor shall provide store location information on Franchisor's main website to Franchisee's location. Franchisee may not create a separate webpage without Franchisor's express consent.

c. Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor's maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises.

d. Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement. Franchisor will provide periodic consultation and advice concerning the operation of the **HOLDAAK restaurant** and to generally be of assistance.

e. Franchisee agrees to operate no other business whatsoever, including coin-operated devices, in or about the **HOLDAAK restaurant** or otherwise in connection with the System or Marks without first obtaining Franchisor's written approval; provided that, Franchisee may provide any service(s) or product(s) permitted according to the Manual. Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the telephone numbers and telephone listings and agrees to execute an Assignment of Telephone Numbers in the form of **Exhibit D**, attached.

1.05 Operations Manual.

Franchisor agrees to loan to Franchisee during the term of this Agreement one or more operations manuals whether in hard copy or electric format, and which may include all training materials at any time, including webinars, podcasts, videos, online methods (hereafter referred to collectively as the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to Franchisee. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's offices, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects including to obtain any equipment, fixtures, personnel or technology necessary to do so. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or nonrenewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent, and that such employees needing to see the manual must sign a confidentiality agreement as indicated in **Exhibit G**. Franchisee agrees the Manual and all related updates and materials are confidential and constitute Franchisors trade Secrets and proprietary information and may not be disclosed to any unauthorized third parties. Such actions constitute a material default.

1.06 Website and Social Media

Franchisor will list Franchisee’s location on its main website, www.holdaak.com with a link which goes through to your location page, which will have online ordering capability. Franchisee will not create any other website for the franchise business. Franchisor will maintain the website. You must comply with our social media policy. You will not be permitted to establish your own Facebook or Instagram page and must comply with future online media requirements; you may develop your own online listings such as Yelp.

Article 2 - Franchise Fees And Advertising

2.01 Initial Fee.

a) The Initial Fee for the **HOLDAAK restaurant** Franchise is **Twenty-Five Thousand Dollars ($25,000.00).** The Initial Fee shall be paid upon signing of Franchise Agreement. The Initial Fee is not refundable for any reason.

b) If you qualify for an additional **HOLDAAK restaurant** franchise, the initial fee for a 2nd (and additional) franchise is **Twenty Thousand Dollars ($20,000).** You do not have the automatic right to a 2nd and additional franchise and must qualify and sign an additional franchise agreement.

2.02 Royalties.

a) Franchisee shall pay to Franchisor a 5% weekly royalty on Gross Revenues:

b) The royalties are payable monthly by Electronic Funds Transfer without setoff. Funds must be in Franchisee's designated bank account in time so that Franchisor can obtain them on or before close of business on the Tuesday of the week following the week on which the Royalties are based. Franchisor may, upon thirty (30) days prior written notice require Franchisee to pay Royalties by check, pre-authorized check, electronic funds transfer or other mechanism or to pay on a different periodic basis. If Franchisee owns more than one **HOLDAAK** franchise, Franchisee shall report and pay royalties for each franchise independently, unless otherwise directed by Franchisor.

2.03 Network Marketing Fee.

a. Franchisee shall pay to Franchisor a 1% weekly Network Marketing Fees on Gross Revenues. Franchisee shall pay the Network Marketing Fee at the same time and in the same manner as Royalties, without setoff.

b. Franchisor may, in Franchisor's sole discretion, upon at least sixty days prior written notice, increase the Network Marketing Fee percentage up to four percent (3%) of Gross Revenues.

c. Franchisor shall maintain all Network Marketing Fees collected, net of any taxes Franchisor is required to pay on account of having collected the National Marketing Fees, in one or more bank accounts separate from Franchisor's regular account(s). Franchisee authorizes Franchisor to commingle Franchisee's Network Marketing Fees with those paid by other Franchisees. Franchisor will provide, upon request, an unaudited annual accounting to all Franchisees as to the aggregate amount of Network Marketing Fees collected and their use and application by general category, which accounting will generally be prepared within 120 days following the end of Franchisor's fiscal year. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement.

d. Franchisor shall use Network Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing and promotion for the benefit of Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program. Franchisee acknowledges that, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee, nor in proportion to their contribution. In making its marketing decisions, Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by Franchisor.

e. Franchisor shall have no duty to conduct any particular marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue.

2.04 Management Assistance.

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Territory Franchisee shall pay Franchisor's usual fee for such extraordinary services, which shall be due and payable no later than the second date for payment of royalties following the date of the services. All such extraordinary services shall be arranged as provided in the Manual.

2.05 Gross Revenues.

The term "Gross Revenues" shall mean the full the price of all goods and services sold by Franchisee from or relating to the **HOLDAAK restaurant**, whether or not Franchisee has received cash or other consideration. The only items not included in Gross Revenues is taxes or fees Franchisee is required to collect on behalf of the government and which Franchisee actually remits. Gross Revenues are calculated at the time Franchisee sells the goods or services, without regard to when the Franchisee receives or expects to receive cash or other consideration therefor.

2.06 Local and Cooperative Marketing.

Franchisee should spend, on a monthly basis, not less than Five Hundred Dollars ($500.00) on local and cooperative marketing. Local and cooperative marketing expenditures shall be in addition to the

National Marketing Fees paid pursuant to paragraph 2.03. Franchisor may direct Franchisee to deposit some or all of its Local Marketing expenditures into a Local Marketing Cooperative.

a. Local Marketing. In addition to complying with any specific marketing requirements of Franchisor, Franchisee shall place and pay for such other marketing as Franchisee deems necessary and appropriate. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor copies of all marketing copy and media used. In the event Franchisor deems any advertisement or marketing technique to be not in compliance with this paragraph, Franchisee shall, immediately upon receipt of a written notice from Franchisor, cease using the subject advertisement or marketing technique and shall thereafter fully comply with this paragraph. If Franchisee violates this paragraph more than two times in any twelve month period, Franchisor may, in addition to all other remedies available pursuant to this Agreement, require Franchisee to obtain prior written approval of copy and marketing technique for all or certain categories of marketing.

b. Regional Marketing Cooperative. If there are two or more **HOLDAAK restaurant** franchisees in a marketing area, as determined by Franchisor, Franchisor may in its sole discretion form a Regional Marketing Cooperative and Franchisee shall participate in said cooperative and shall contribute such sums thereto as may be assessed by a majority vote of the cooperative. No Regional Marketing Cooperative shall make assessments, of more than $500 (Funds contributed to any local marketing cooperative shall be in addition to the National Marketing Fee paid pursuant to paragraph 2.03 unless agreed upon otherwise with Franchisor. Each Regional Marketing Cooperative shall be organized and operate as specified in the Manual.

2.07 Grand Opening.

Franchisee shall pay Franchisor the sum of $5,000 upon signing the Franchise Agreement, for the Grand Opening promotion. Franchisor will arrange all Grand Opening advertising, marketing, promotions, during the first three months after Franchisee opens..

2.08 Rebates, Discounts and Allowances.

Franchisee authorizes Franchisor to collect all available rebates, discounts and allowances (RDA) from vendors or others with whom Franchisee does business, provided that, in Franchisor's reasonable business judgment, it is appropriate to collect them. Franchisor shall apply all such funds for purposes of subsidizing Franchisor's cost of franchisee conventions, meetings and incentive programs. Franchisee authorizes Franchisor to commingle Franchisee's RDA funds with those received on account of business conducted by other franchisees.

2.09 Promotions

Franchisee is required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card program we institute.

2.10 Violation Fee (other than monetary)

Should Franchisee be in violation of any non-monetary provision of this Agreement and fail to cure such violation within the time frame specified by Franchisor, Franchisor may impose a $1,000 violation fee, per violation.

2.11 Late Payment/Interest/Dishonor Fee

Franchisor may impose a late payment fee of 5% the amount late. Franchisor may impose interest of 1% per month (subject to state laws). Franchisor may impose a $75 dishonor fee.

Article 3 - Reports And Audits

3.01 Records And Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. Franchisee shall, on a weekly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, copies of inspection reports, and weekly or monthly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the prior year. At the time they are filed, Franchisee shall also provide Franchisor with copies of Franchisee's federal income tax return(s) for the business, and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any internal purposes in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time as may be required by applicable law

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further notice, to assess Royalties and National Marketing Fees for each relevant month and effect an electronic funds or other transfer of such funds calculated as the greater of (a) Franchisee's average monthly Royalties and National Marketing Fees over the prior twelve months or (b) the average monthly Royalties and National Marketing Fees of all similar franchisees within Franchisee's region as defined by Franchisor. Franchisee hereby authorizes Franchisee's bank to make such transfers upon Franchisor's request. No action taken under this sub-paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee's liability to pay fees under this Agreement.

3.03 Audits And Inspections.

Franchisor shall have the right, at any time, to enter the Premises (either physically or electronically) for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, Franchisee shall immediately pay to Franchisor the additional amount of royalties and other fees payable on account of the underreporting, plus interest thereon at the rate of one and one-half percent per month, but not more than the maximum interest allowed by applicable law. If an audit or inspection reveals that Franchisee has underreported Gross Revenues by two (2%) percent or more for any month, then Franchisee shall also pay, immediately, the cost of the audit or inspection.

3.04 Contact With Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Territory or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

Article 4 - Training

4.01 Initial Training.

a) As a condition subsequent to this Agreement, Franchisee and Franchisee's designated manager, if applicable, shall successfully complete Franchisor's initial training program. The initial training program will be approximately 2 weeks in length and shall be conducted at such location(s) as Franchisor specifies. The initial training may be conducted, in whole or in part, in an existing **HOLDAAK restaurant** owned by Franchisor, an affiliate of Franchisor or another franchisee. Franchisee’s manager, and other employees, if applicable, will be required to execute a Confidentiality Agreement in the form of **Exhibit G**. In addition, Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees.

b) In addition, corporate personnel will spend up to 40 hours (during 1 week) in your **HOLDAAK restaurant** after you open for additional post-opening training. The post opening training may be shorter depending on how well you and your employees perform the operations after opening. Any further training still needed beyond 40 hours will be billed at $250 per day.

c) After the initial training, Franchisor will be available for such reasonable consultation as Franchisor deems appropriate. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If Franchisee and Franchisee's designated manager, if applicable, do not satisfactorily complete the initial training program, Franchisor may require retraining, or if retraining is still unsuccessful, terminate this Agreement. Franchisee acknowledges that such failure to satisfactorily complete the initial training program is grounds for termination of this Agreement with no refunds. At all times, Franchisee or Franchisee's manager in charge of managing the **HOLDAAK restaurant** shall be an individual who has successfully completed Franchisor's manager training program and who otherwise meets Franchisor's manager criteria.

4.02 Manager Training. Any new manager shall successfully complete Franchisor's manager training program within 60 days after assuming the role of manager for a cost of $250 per day, after the first 2 people have been trained.

4.03 Employee Training. At all times, Franchisee shall employ only persons who have been properly trained, and if a manager, must have successfully completed Franchisor’s training program. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of trainees.

4.04 Conventions/Regional Meetings

Franchisee may from time to time, put on a Convention for all franchisees, or Regional Training Meetings for franchisees in a particular region, as determined by Franchisor. When Franchisor puts on these training events and venues Franchisee and/or it’s general manager, or other employees, as the case may be, must attend such events and training venues, at Franchisee’s cost. The fee to attend these meetings will be between $0 and $1000 depending on the number of days. Franchisee will be responsible for all travel and lodging costs of the attendees.

4.05 Subsequent Training

Franchisor may require Franchisee and Franchisee's manager and employees to complete additional training at a location determined in Franchisor's sole discretion. Franchisee shall pay Franchisor's current fee for such mandatory training. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. If Franchisee requests specific additional training on site, Franchisee will pay the current daily rate of $250.

4.06 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials. Franchisee agrees that all such materials are Confidential and Trade Secrets pursuant to this Agreement. Franchisee agrees to require all of its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.07 No Warranty of Success.

Franchisor's determination that Franchisee or Franchisee's employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the **HOLDAAK restaurant** or any aspect thereof.

Article 5 - Proprietary Information-Confidentiality

Franchisee will have access during the course of this Agreement to proprietary information that is the property of Franchisor that is Confidential ("Confidential Information"). Confidential Information includes, but is not limited to, the System, the Manual, **HOLDAAK restaurant** layout, design, décor and color schemes, menu items, recipes and other products for sale, marketing materials, industry information, suppliers, vendors, ordering processes, inventory control, pricing guidelines, serving methods and formulas, recipes, and processes and policies, the Training, and other programs, techniques and policies as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Confidential Information or any information regarding any Confidential Information or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Confidential Information whatsoever to any person(s) not employed by or under contract with Franchisee. Franchisee will disclose Confidential Information only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this article. Franchisee shall cause every manager and every employee who has access to Confidential Information to sign a Confidentiality Agreement in the form prescribed by Franchisor, the current form of which is **Exhibit G** hereto.

Article 6 - Pre-Opening Obligations

6.01 Location And Lease.

Franchisee shall be solely responsible for selecting the location for the **HOLDAAK restaurant** that complies with the Manual (hereinafter "the Premises"). Franchisee, within 180 days after signing this Agreement, shall select a location, subject to Franchisor's approval. Franchisor will attempt to provide to Franchisee guidelines for selecting a location, and regarding the proposed location. Such information is provided by Franchisor without warranty as to its accuracy or completeness or otherwise. Franchisor has no special expertise in such matters. Franchisee shall not sign a lease, sub-lease or other obligation until after Franchisee has received Franchisor's approval of the location and lease or sub-lease in writing. Approval of the location or the lease or sub-lease by Franchisor does not constitute a representation or warranty by Franchisor that the location will be successful and does not constitute a legal or other opinion as to any term of the lease or sub-lease. Franchisor may require execution of the Conditional Lease Assignment by Franchisee and Franchisee's landlord in the form of **Exhibit C**, attached, or similar language. If Franchisee fails to select an approved location within 180 days, Franchisor shall have the option of terminating this Agreement. Franchisee acknowledges and agrees that failure to select an approved location within 180 days is cause for Termination of this Agreement with no refund of fees paid. Franchisor will reasonably extend the selection period if Franchisee has made best efforts to select a location and for valid reasons has been unsuccessful.

6.02 Specifications.

Franchisor will provide Franchisee specifications on the design and operations, layout, tenant improvement guidelines and décor specifications. Franchisee shall only use a licensed and insured and bonded contractor for the construction and a licenses architect for design plans. Franchisee's **HOLDAAK restaurant** shall operate only from approved location. Franchisee understands and agrees that, although all **HOLDAAK restaurant** locations will follow a consistent theme, the details of their design may differ slightly from location to location, based upon location requirements, landlord requests, and unique features of the community. Franchisee shall be obligated to update the design of Franchisee's **HOLDAAK restaurant** at Franchisee's expense upon renewal or relocation.

*6.03 Appearance Of **HOLDAAK restaurant***

Franchisee acknowledges that not every **HOLDAAK restaurant** will have identical decor, color schemes and layout. Franchisee agrees to accept Franchisor's subjective evaluation as to what would keep the location and **HOLDAAK restaurant** in compliance with Franchisor's standards. Franchisee agrees, at Franchisee's sole cost and expense, to maintain and update the **HOLDAAK restaurant**, including, but not limited to equipment, displays, fixtures, and interior and exterior decor in accordance Franchisor's standards upon transfer, relocation or renewal of the term of this Agreement.

6.04 Required Equipment, Opening Inventory, Supplies and Branded Items

Franchisee shall acquire, install and use, at Franchisee's sole expense the Required Equipment, Opening Inventory, Supplies and Branded Items. The minimum requirements will be in the Operations Manual and Franchisor determine the necessary amount of items depending on the size of Franchisee's location. Franchisee understands that the specific list of these items may be somewhat different for Franchisee's **HOLDAAK restaurant** than for other franchisees or company-owned **HOLDAAK restaurant** on account of differences in the locations, lease terms, demographics or otherwise and that Franchisor shall have the right to modify the list of these items in the Manual or otherwise in writing. Franchisee shall purchase the Required Equipment, Opening Inventory, Supplies and Branded items from Franchisor, or Franchisor's affiliate, HOLDAAK, LLC, which are the only approved vendors for these items. All ongoing purchases of these items shall be made through Franchisor or its affiliate. Franchisor may, in the future designate alternative approved suppliers for ongoing purchases.

*6.05 Opening of the **HOLDAAK restaurant***

*Franchisee must have the **HOLDAAK restaurant** open by 12 months from signing the Franchise agreement, except for delays not caused by Franchisee. Reasonable extensions may be granted upon request when Franchisee shows it has been diligently pursuing opening, and pre-opening requirements.*

Article 7 - Operation of HOLDAAK Restaurant

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other, except as specifically authorized by this Agreement. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee shall prominently display signs at all times in the manner specified by Franchisor, indicating the name of the Franchisee and stating that the **HOLDAAK restaurant** is independently owned and operated. Franchisee's business forms that bear the Marks shall contain Franchisee's name and a statement that the **HOLDAAK restaurant** is independently owned and operated in such form as Franchisor may specify.

7.02 Personal Participation.

Throughout the term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the **HOLDAAK restaurant** or delegate its management to a responsible person. Notwithstanding any delegation of authority hereunder, Franchisee shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the **HOLDAAK restaurant**. If Franchisee employs a manager to run the day to day operations, the manager shall be required to attend and successfully complete Franchisor's training program prior to taking over full day-to-day responsibilities, at Franchisee's sole cost and expense (except for Franchisee's first manager whom Franchisor will train at no additional charge to Franchisee for the training—but Franchisee shall be solely responsible for all travel and living costs of trainees). Franchisee shall devote such time and effort to the **HOLDAAK restaurant** as Franchisee determines, but shall reserve and exercise ultimate authority and responsibility with respect to the operation and management of the **HOLDAAK restaurant**.

7.03 Retail Prices.

Franchisor may recommend pricing guidelines and pricing strategies for products and services. Franchisee shall set its own prices, but must participate in limited time promotional or discounts as designated by Franchisor.

7.04 Compliance With Laws.

Franchisee shall be solely responsible, at Franchisee's sole cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the **HOLDAAK restaurant**. Franchisee is solely responsible for strictly complying with all laws, ordinances and regulation applicable to the **HOLDAAK restaurant**, including, but not limited to, licensing, health, safety, food handling, environmental, consumer and labor regulations.

7.05 Franchisee Business Operation.

a. The System. Franchisee understands and acknowledges that every detail of the System and of the operation of the **HOLDAAK restaurant** is important to both Franchisee, Franchisor as well as other **HOLDAAK restaurant** franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for the menu items sold by all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill. Therefore, Franchisee agrees that:

b. Compliance with Manual. Franchisee shall operate the **HOLDAAK restaurant** in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Manual or otherwise, to insure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment, inventory, supplies and branded items as required by Franchisor for operation of the **HOLDAAK restaurant**. Franchisee shall offer all of the menu items designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withhold for any reason. Franchisee shall assure that all telephone calls are answered live in compliance with the Manual.

c. Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the **HOLDAAK restaurant** whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

d. Ongoing purchases. Franchisee shall purchase and maintain such level of inventory and supplies on an ongoing basis as to operate in a manner so as not to operate at maximum capacity, and not to impair the image of the **HOLDAAK restaurant** by not having sufficient inventory to fulfill customer needs.

e. Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the **HOLDAAK restaurant** or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

f. Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the location, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct. Franchisee shall maintain all landscaping and other outside areas of the premises in an attractive and clean condition.

g. Refurbishing. Upon Franchisor's notice, or upon relocation or renewal of the term of this Agreement, Franchisee shall update the **HOLDAAK restaurant** at Franchisee's sole expense, to conform to the design, trade dress, color schemes and presentation of the Marks consistent with Franchisor's then-current image, including, without limitation, inside and out, to include such modifications and upgrades to equipment as may be necessary to bring Franchisee's location into upgraded condition.

7.06 Restrictions On Sources Of Products And Services.

a. Specifications. As to all equipment, inventory, supplies, and branded items and inventory ("Items") necessary to operate the **HOLDAAK restaurant**, Franchisee must purchase such items from Franchisor, Franchisor's affiliate, **HOLDAAK, LLC**, or such other approved vendor. The list of specific Equipment and supplies will be determined based on the size of your premised and lists of items specified in the Operations Manual. Franchisor or its affiliate may derive revenue and profits from Franchisee's purchases of any required Items. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

b. Other Suppliers. Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier request the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within thirty days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

c. Unspecified Products. Franchisee may obtain any Item used in the **HOLDAAK restaurant** that Franchisee is not required to purchase in accordance with specifications or from an approved supplier from any source, so long as the Item is consistent with Franchisor's image. Should

Franchisor later publish specifications or require use of an approved supplier, Franchisee shall comply with that requirement.

d. Recipes. The **HOLDAAK restaurant** menu items and recipes provided by Franchisor are proprietary and confidential, and contain one or more unique characteristics or ingredients which are either not known to the general public and which are subject to protection as intellectual property or Trade Secrets. Franchisor or its affiliate may develop additional Recipes, which will also constitute our Proprietary Items.

e. Proprietary Software. We do not have any proprietary software at this time but reserve the right to create, and implement such software into the system and if we do you must purchase and implement it. We cannot predict the costs of any such proprietary software but do not anticipate it would be more than $1000 initially. We may in the future require you to purchase and install and use any upgraded POS system or computer hardware and software. If we do require any upgraded systems we do not anticipate it to cost more than $2500 initially but we cannot predict the future needs of the business.

7.07 Minimum Hours.

Franchisee shall keep the **HOLDAAK restaurant** open to the public every day of the year except Christmas, unless otherwise specified by Franchisor or agreed in writing by Franchisor or unless required by law or by a lease approved pursuant to this Agreement. The normal hours of operation shall be from generally every day through 9pm or 10pm depending on the lease restrictions and, subject to seasonal adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause. The dates and hours of operation may not be the same for all **HOLDAAK restaurant** franchisees, even in the same general area, because of local conditions.

7.08 Signs.

Franchisee agrees to obtain, install and maintain on the **HOLDAAK restaurant** premises in the **HOLDAAK restaurant**, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's prior written approval.

7.09 Computer System.

Franchisee shall purchase any specified computer hardware and software ("Computer System") for use in operation of the **HOLDAAK restaurant** as required by Franchisor. In addition, Franchisee may be required, from time to time, to purchase replacement hardware or software or software upgrades, all of which Franchisee shall install and use as required by Franchisor, including, without limitation, point of sale and communications software and hardware. Franchisee may obtain a Computer System and related components and services from any source as long as the equipment, software and service meets or exceeds Franchisor's specifications. Franchisee shall be solely responsible for maintenance, repair and replacement of the Computer System. Without limiting the applicability of this paragraph, Franchisee shall, at all times, use and maintain the software as required by Franchisor. Franchisee shall not block or attempt to block or limit Franchisor's access, including electronically, to any data or programs contained on Franchisee's Computer System and Franchisee shall maintain information relating to the **HOLDAAK restaurant** only on the Computer System(s) to which Franchisor has access.

7.10 Communications Equipment and Systems.

Franchisee shall purchase and use in the **HOLDAAK restaurant** communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor in communicating with Franchisor and other franchisees relating to the **HOLDAAK restaurant**. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Franchisee acknowledges that the provisions of this paragraph 7.10 are reasonable and necessary and beneficial to the **HOLDAAK** franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.11 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required or recommended.

7.12 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other **HOLDAAK restaurant** franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.13 Marketing.

Franchisee shall, at all times, comply with the Manual in all advertising, including, but not limited to using exclusively Franchisor’s toll free number when required. Franchisee shall not use television, radio or Internet advertising unless in full compliance with the Manual.

7.14 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including inventions, methods, products, ideas, formulas, research results, equipment, and otherwise, that Franchisee develops or has any role in developing that relate to the **HOLDAAK restaurant**. Franchisee shall immediately disclose any and all such new developments to Franchisor and shall execute any documents necessary, in Franchisor’s opinion, to consummate the transfer of all ownership rights therein. The mutual covenants of this Agreement are sufficient consideration for such transfers. Franchisor shall not, otherwise, be required to compensate Franchisee for such new developments.

7.15 Staffing Requirements.

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Manual, which shall be not less than one business manager and two **HOLDAAK restaurant** employees. Each employee shall, at all times meet or exceed the qualifications set forth in the Manual. Each manager shall have successfully completed Franchisor’s initial training. Franchisee shall train each employee fully on all aspects of their position.

Article 8 - Indemnity And Insurance

8.01 Indemnity.

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, employees, landlords and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees or agents in connection with the performance or breach of any obligation under this Agreement.

8.02 Insurance.

Franchisee shall purchase and maintain, at Franchisee's expense, throughout the term of this Agreement commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, non-owned automobile, loss of business income, and broad form contractual coverage for liability assumed under this Agreement. Such insurance shall be on an occurrence basis and shall consist of combined single limit coverage of at least one million dollars per occurrence/two million dollars annual aggregate. Franchise shall purchase and maintain professional liability (errors and omissions) insurance with coverage of at least $1,000,000 per occurrence/annual aggregate. Franchisee shall purchase and maintain worker's compensation and employer's liability insurance with a reputable insurer acceptable to Franchisor or with a state agency. Franchisee shall provide Franchisor with one or more certificates of insurance evidencing such coverage's and naming Franchisor as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage's under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Franchisor. Upon request by Franchisor, Franchisee shall provide Franchisor with a true copy of any insurance policy, including all endorsements. Every insurance policy of Franchisee required by this Agreement shall provide that coverage is primary/non-contributory. Every insurance policy shall be with an insurance company that meets Franchisor's criteria as set forth in the Manual.

Article 9 - Renewal

9.01 Renewal Term.

Franchisee may renew the Franchise Agreement for one additional 10 year term, subject to the terms and conditions below.

9.02 Conditions Of Renewal.

Franchisee will be permitted to renew Franchisee's Franchise Agreement only upon the following terms and conditions:

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last three years for which Franchisor gave written notice(s) of breach, which notice(s) were not withdrawn by Franchisor;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Manual or otherwise communicated in writing by Franchisor;

c. Franchisee shall pay a renewal fee as established at the time by Franchisor, but which shall be not more than one -half of the then-current Initial Fee, payable in full at the time of execution of the Franchise Agreement referred to above;

d. Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of royalties and National Marketing Fees or entirely new categories of fees or mandatory expense;

e. Franchisee must maintain possession of the location identified in Exhibit A for the renewal term or obtain substitute premises approved by Franchisor;

f. Franchisee, at Franchisee's sole cost and expense, shall remodel or refurbish the **HOLDAAK restaurant** and otherwise modernize and renovate the **HOLDAAK restaurant**, signs and equipment to be consistent with the then current image of the System and to meet Franchisor's then current specifications;

g. Franchisee shall give written Notice to Franchisor at least six months, but not more than twelve months, prior to the end of the term of this Agreement of Franchisee's desire to renew; and

h. Franchisee must not, during the preceding term, have engaged in any business dealings in relation with the **HOLDAAK restaurant** or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another franchisee.

i. Franchisor must still be offering the sale of franchises, or otherwise chooses to maintain the franchise system in existence.

Article 10 - Continuation

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the **HOLDAAK restaurant** or occupy the location with the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written notice or (b) such shorter notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period.

Article 11 - Entity Franchisee

11.01 Entity Definition.

An "Entity" is any form of business organization except for a sole proprietorship and includes all kinds of corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization involving either multiple equity owners or which attempts to provide limited liability.

11.02 Founding Document Restriction.

If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the **HOLDAAK restaurant** to an Entity, the founding document(s) of the Entity must provide as follows:

> This [insert type of Entity] shall not enter into any agreement or undertaking which would, directly or indirectly, limit any of the rights or obligations of the [insert type of Entity] or of any owner of the [insert type of entity] under the **HOLDAAK** Franchise Agreement dated ______________, _____. Any such agreement or undertaking is void.

11.03 Liability Of Owner(s).

Every owner of an equity or other interest in any Entity franchisee (and any individual person who is an owner of an Entity which owns any equity interest in any Entity franchisees) shall personally guaranty this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

11.04 Restriction On Certificates Of Ownership.

Each and every document, if any, issued by any Entity franchisee evidencing ownership of an equity or other interest in the Entity must provide as follows:

Ownership of this [insert type of Entity] is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with the **HOLDAAK** Franchise Agreement dated ____________, ____. Any other transfer or attempted transfer is void.

11.05 Additional Requirements Of Entity Franchisee.

Franchisee shall, upon Franchisor's request, provide Franchisor or its designee with true copies of such of Franchisee's Entity records and documents as Franchisor shall designate. An Entity Franchisee shall, at all times, have one individual person who shall be the designated principal who shall have authority to act on behalf of the Entity in all respects under this Agreement. The designated principal shall be the individual who is responsible for assuring compliance by the Entity with all of the terms of this Agreement. Notwithstanding the requirement of a designated principal, Franchisor shall be entitled to rely upon the acts or words of any principal, employee or agent of an Entity Franchisee whom Franchisor understands to be acting or speaking on behalf of the Entity.

Article 12 - Transfer

12.01 Prior Consent.

Franchisee shall not transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Transfer" in whole or in part this Agreement, the Franchisee, the **HOLDAAK restaurant**, the majority of assets of the **HOLDAAK restaurant** or the leasehold of the **HOLDAAK restaurant** or represent to any person that such an Transfer has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the term "Transfer" shall include any Transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of entity. Any attempted Transfer without Franchisor's prior written consent shall be void and a breach of this Agreement.

12.02 Conditions Of Transfer.

As preconditions for obtaining Franchisor's consent to any Transfer, the following terms and conditions must be met:

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

c. Franchisee must have paid in full all debts in connection with the **HOLDAAK restaurant**;

d. The Transferee must have agreed to assume all of the obligations of the **HOLDAAK restaurant**;

e. The Transferee must execute a disclosure form containing a waiver and release of any claim against Franchisor for any amount(s) paid to, or representation(s) made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

f. Franchisee must execute, at Franchisor's option, a mutual termination of this Agreement and a general release, and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the Transferee in form specified by Franchisor.

g. The Transferee must pay to Franchisor a Transfer Fee of one-half the current initial fee, and execute, at Franchisor's option, the then current form of Franchise Agreement;

h. The Transferee must, in the sole opinion of Franchisor, successfully complete the then current initial training program at the Transferee's sole cost and expense;

i. The Transferee must have met the then current standards of Franchisor for experience, financial strength, reputation and character required of new or renewal Franchisees;

j. The Transferee must obtain such approvals as may be required to assume occupancy and possession and the continuing obligations relating to the lease or possession of the location, unless a new location has been approved in writing by Franchisor; and

k. Franchisor must have been given at least thirty (30) business days written first right of refusal by Franchisee, upon the same terms as those agreed upon by Franchisee with any proposed Transferee; provided, however, Franchisor may substitute cash of equivalent value for any non-cash term. In the event Franchisor waives or fails to exercise its right of first refusal, if Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

l. Franchisor must still be offering franchises for sale or otherwise chooses to maintain the franchise system in existence.

12.03 Transfer To An Entity.

Notwithstanding the foregoing, if Franchisee is an individual, Franchisee may Transfer this Agreement to an Entity, as defined in Article 11, formed or authorized to do business under the laws of the state where the **HOLDAAK restaurant** is located, which is wholly owned by Franchisee; provided that the individual Franchisee shall first provide written notice of the Transfer to Franchisor and shall personally guarantee the performance of this Agreement. If Franchisee is an Entity, Franchisee may Transfer this Agreement to another Entity, formed or authorized to do business under the laws of the state where the **HOLDAAK restaurant** is located, of the same or different form, which has exactly the same ownership, including percentages of ownership as Franchisee; provided that each of the individual equity or other owners of the new Entity shall personally guarantee the performance of the Agreement. The personal guarantee shall be in the form of Exhibit G hereto. No Transfer under this paragraph shall change or limit the liability of any person or entity under this Agreement. Franchisee shall pay to Franchisor a processing fee of five hundred dollars ($500.00) for such Transfer pursuant to this paragraph 12.03.

12.04 Approval Process.

Franchisor may use its own discretion in approving or rejecting prospective transferees in the same manner as if it was approving or rejecting any other new prospective franchisee, taking into consideration such factors as their financial ability, character, business reputation, experience and capability to conduct the type of business involved. The approval of one Transfer does not obligate Franchisor to approve any other or subsequent Transfer. If Franchisee is an Entity, notwithstanding any statute or agreement to the contrary, the addition, withdrawal or expulsion of any equity or other owner or the transfer, encumbrance or Transfer of any equity or ownership or control interest of any equity or other owner or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Transfer.

12.05 Transfer By Franchisor.

There shall be no restriction upon Franchisor's right to encumber, or Transfer this Agreement or the System. Following such a Transfer, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the Transferee agrees to assume all of Franchisor's liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 21.05, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of Franchisor, including any subfranchisor and perform for such transferee the same as for Franchisor.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or entity for any purpose. Any attempted or purported sublicense shall be void.

Article 13 - Death Or Incapacity

13.01 Alternatives Upon Death Or Incapacity.

In the event of the death or incapacity of an individual franchisee, or of any individual equity or other owner of an Entity franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within One Hundred eighty (180) days of such event:

a. Apply to Franchisor for the right to continue to operate the franchise and the **HOLDAAK restaurant** for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

b. Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the One Hundred eighty (180) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the One Hundred eighty (180) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.02 Effect Of Failure To Comply.

In the event of the death or incapacity of an individual franchisee, or any owner of an equity or other interest in an Entity franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 17 and 18.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the **HOLDAAK restaurant** on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity franchisee has an incapacity. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-paragraph. Any dispute as to the existence of an incapacity as defined herein shall be resolved by majority decision of three (3) licensed medical physicians practicing in the state in which the HOLDAAK restaurant Cafe is located, with each party selecting one (1) physician, and the two (2) physicians so designated selecting the third physician. The determination of the majority of the three (3) physicians shall be binding upon the parties and all costs of making said determination shall be borne by the party against whom it is made. Notwithstanding the foregoing, if any insurance company pays to the Franchisee or Franchisee's Entity any disability benefits for 60 consecutive days, or more, of disability, the Franchisor may regard that as conclusive evidence of incapacity.

Article 14 - Successors And Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

Article 15 - Termination

Franchisor may terminate this Agreement as follows:

a. Franchisor may terminate this Agreement upon at least thirty days notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

b. Notwithstanding the above, Franchisor may terminate this Agreement immediately and without opportunity to cure for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement), notwithstanding that Franchisor may have the option to give a longer notice and cure period pursuant to other provisions of this Agreement:

i. Upon three willful and material breaches of the same term of this Agreement occurring within a twelve-month period;

ii. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;

iii. Franchisee violates or attempts to violate any of the Transfer provisions of this Agreement;

iv. Franchisee vacates, deserts, or otherwise abandons the **HOLDAAK restaurant** for more than 3 consecutive days, not a planned closing (whether or not Franchisee intends to abandon);

v. Franchisee sublicenses or attempts to sublicense the Marks or the System in violation of this Agreement;

vi. Franchisee is an Entity and an impasse exists between equity or other owners or there is any change in the ownership of any interest in the Entity without having first complied with the provisions of this Agreement;

vii. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order relating to the operation of the **HOLDAAK restaurant** (including any health codes, rules or regulations) or fails to obtain and continue any license, permit or bond necessary, in Franchisor's opinion, for Franchisee's operation of the **HOLDAAK restaurant**;

viii. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;

ix. Franchisee fails to operate the **HOLDAAK restaurant** under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Manual;

x. Franchisee engages in any business dealings in relation with the Franchise, the **HOLDAAK restaurant** or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other franchisee or the Franchisor;

xi. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to paragraph 21.05;

xii. Franchisee fails to maintain insurance or workers compensation coverage; or

xiii. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause.

c Notwithstanding any right of Franchisor to terminate this Agreement, pursuant to this Agreement or otherwise, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, revocation of Franchisee's Territorial rights, and revocation of Franchisee's rights to acquire or offer and sell certain products and services. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

Article 16 - Competition With Franchisor

16.01 Competing Business Activities During Term.

During the term of this Agreement, Franchisee shall not engage, directly or indirectly, either personally or as an employee, partner, member, manager, franchisor, franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under "**HOLDAAK**" herein or which is or would directly or indirectly compete with the **HOLDAAK restaurant** or otherwise with the business of Franchisor or with any other franchisee of Franchisor. This prohibition includes, but is not limited to, any business operating a **HOLDAAK restaurant**. Franchisee shall not operate any other business from the location. Franchisee shall not use nor permit to be used any Confidential Information of Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with Franchisee.

16.02 Competing Business Activities After Term.

a. Franchisee covenants and agrees that, for a period of twenty-four (24) months following the effective date of any termination, or expiration (Termination or Expiration Date) (and during any non-compliance period, Franchisee will not, individually or together with another, directly or indirectly, on its own behalf or on behalf of or through any other person, sole proprietorship, or Entity, do any of the following prohibited activities:

i. Compete with Franchisor or any franchisee of Franchisor within a twenty (20) mile radius of the boundary of Franchisee's designated Territory, as it existed immediately before the Termination or Expiration Date, in the operation of any business substantially similar to a **HOLDAAK restaurant** or tending to compete for the same customers as Franchisor or its Franchisees, or in the business of selling or franchising establishments that sell, of **Far East inspired Chicken sandwiches and meals,** ("Competitive Business);

ii. Solicit, take away, or divert, and/or influence or attempt to influence any customers, franchisees, employees, vendors, clients, and/or patrons of Franchisor or of any franchisee of Franchisor, which customers, franchisees, employees vendors, clients, and/or patrons were served, or engaged by Franchisor or a franchisee of Franchisor at the time of the Termination or Expiration Date, to transfer or divert their business or patronage from Franchisor or Franchisor's franchisee(s) to any other person or Entity engaged in a Competitive Business, or anything similar to the **HOLDAAK restaurant**;

iii. Solicit or attempt to hire any person who is an employee of Franchisor or of any other franchisee of Franchisor, or attempt to influence any such person to terminate his employment with Franchisor or Franchisor's franchisee(s).

b. Franchisee covenants and agrees that, at no time will Franchisee, directly or indirectly, disclose or cause or permit to be disclosed, sell, or otherwise transfer to any party other than Franchisor, including, but not limited to, a person or Entity, any of Franchisor's Confidential Information, Intellectual Property or Trade Secrets, nor any part thereof;

c. Franchisee covenants and agrees that, for a period of twenty-four (24) months from the Termination or Expiration Date (plus any period of non-compliance) , Franchisee will not, individually or together with another, directly or indirectly, through others or on its own behalf, hold any ownership or have a financial or other interest in, be employed by, or otherwise have any ownership or management relationship with, any person or Entity, either as principal, broker, member, agent, stockholder of any class, or as a partner, officer, director, trustee, franchisee, franchisor, employee, consultant, lender, guarantor, member of a board of directors or board of trustees, or in any other capacity, which does any of the following:

i. Competes with Franchisor or any franchisee of Franchisor;

ii. Solicits, takes away, or diverts, and/or influences or attempts to influence any customers, clients, franchisees, vendors, and/or patrons of Franchisor or of any other franchisee of Franchisor, which customers, clients, franchisees, vendors, and/or patrons were served by Franchisor or any franchisee of Franchisor at any time of the Termination or Expiration Date, to transfer or divert their business or patronage from Franchisor or any other franchisee to any other person or Entity engaged in a Competitive Business or anything similar to the **HOLDAAK restaurant**;

iii. Solicits any person who is an employee of Franchisor or of any other franchisee of Franchisor or attempts to influence any such person to terminate his employment with Franchisor or any franchisee of Franchisor.

d. Franchisee acknowledges and agrees that, except as otherwise provided by state law to the contrary, the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its franchisees. Franchisee would desire at least this same protection against competitive activities by another former franchisee whose franchise agreement was either expired, terminated or non-renewed. Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be modified, amended and/or limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision.

e. It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

f. For purposes of this Agreement, all references to Franchisor shall be deemed to include: (i) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (ii) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (iii) any subfranchisor or other Transferee of Franchisor.

g. Franchisee agrees that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 16 by Franchisee and therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 16, Franchisor shall be entitled to liquidated damages in an amount calculated by multiplying the amount of gross revenues generated by Franchisee or a third party that benefited from the violation during the period of breach and multiplying it by 1.5. Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

h. Franchisee agrees that any violation of the covenants contained in this Article will cause irreparable harm to Franchisor and its other franchisees and may, as a matter of course, be restrained by process issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorneys fees and costs incurred therein in addition to any and all other remedies.

i. Nothing in this Article 16 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other franchisee or former franchisee. Nothing in this Article 16 shall entitle Franchisee to take any action to enforce this or any other covenant against competition against any other franchisee or former franchisee.

Article 17 - Effect Of Termination or Expiration

17.01 Loss Of Rights.

After the Termination or Expiration Date, Franchisee shall have no further rights to use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other **HOLDAAK** franchisee as of the Termination or Expiration Date shall become immediately due and payable. As between the parties hereto, whether or not a Lease Conditional Assignment Agreement has been signed, Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to assume the lease for the location of the **HOLDAAK restaurant**. If Franchisor elects to assume the lease, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or it's designee to assume the said lease. Franchisee specifically agrees to execute such document(s) as may be necessary to transfer the telephone number(s) to Franchisor or Franchisor's designee. In the event Franchisee or any owner or affiliate of Franchisee owns the location, Franchisee agrees that Franchisor shall have the option to lease the location at fair market value for a term of up to ten (10) years, at Franchisor's election, such option exercisable by Franchisor within sixty (60) days following the Termination Date or Expiration Date.

17.02 Change Of Identity.

After the Termination or Expiration Date, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee or affiliate of Franchisor or as a former Franchisee or affiliate of Franchisor. If directed by Franchisor, Franchisee shall, at Franchisee's sole cost and expense, make or cause to be made such changes in signs, telephone numbers, buildings or structures as Franchisor may direct to distinguish the location from its former appearance and from other **HOLDAAK restaurant** franchisees. If Franchisee fails to make such changes within ten (10) calendar days, then Franchisor shall have the right to enter upon the location, without liability for trespass or otherwise, and to make or cause to be made such changes at the expense of Franchisee, which expenses shall be paid by Franchisee upon demand. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. Franchisee shall immediately return to Franchisor the Manual, all Confidential Information, bulletins, instruction sheets, software, forms, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

17.03 Changeover Procedure.

Upon the Termination or Expiration Date, if Franchisor or Franchisor’s designee has indicated its intention to assume Franchisee’s lease for the location and to operate an **HOLDAAK restaurant** business from that location, the parties agree to cooperate in the changeover of the **HOLDAAK restaurant** to Franchisor, including by taking the steps set forth herein. If Franchisee fails or refuses to cooperate with Franchisor, Franchisee hereby appoints Franchisor as its Attorney in Fact to complete the changeover. In such case, the parties shall: notify the landlord of the change of tenancy pursuant to the Lease Conditional Assignment Agreement or otherwise and Franchisor shall be entitled to take control of the location, including by changing the locks; terminate vendor accounts at Franchisor’s option; conduct an inventory of all equipment, fixtures, tenant improvements, supplies and inventory (if Franchisee elects to not participate in the inventory, Franchisor’s inventory shall be presumed accurate and complete); Franchisor shall have the right to use Franchisee’s equipment, furniture, fixtures and related items for up to sixty (60) days and shall pay or credit Franchisee with the fair market rental value of that use; Franchisor shall be entitled to communicate directly with Franchisee’s agents, employees, customers and vendors in order to facilitate a smooth transition to ownership by Franchisor or Franchisor’s designee; Franchisor or it’s designee shall be entitled to all Gross Revenues received after the date of termination. No action taken pursuant to this paragraph shall constitute a waiver by Franchisor of any claims against Franchisee for any reason. The parties agree that there are no circumstances justifying a stay or delay in implementation of the terms of this paragraph and the parties specifically agree that any claims, including, but not limited to, allegations of wrongful termination, can be separately resolved and that an award of damages would be an adequate remedy.

17.04 Debts Due to Franchisor.

Franchisee shall pay all royalties, advertising and other fees due to Franchisor through the Termination or Expiration Date, and such fees shall continue on for so ling as Franchisee has not complied with the provisions in this Article 17.

17.05 Option To Purchase Certain Assets.

Franchisor shall have and is hereby granted an exclusive option for a period of sixty (60) days from and after the Termination Date, to purchase from Franchisee all of Franchisee’s right, title and interest in all or any part of the franchise, Franchisee’s **HOLDAAK restaurant** and business assets and/or the location, if applicable, at the fair market value, except as otherwise specifically provided herein, of all assets purchased, but excluding any value for purported “goodwill”. Franchisee acknowledges that Franchisor already owns the “goodwill” which is attached to the Marks and the **HOLDAAK restaurant**. Franchisor’s notice exercising the option granted herein shall contain a list, at least by major category, of the assets Franchisor is purchasing. Franchisor shall not be obligated to assume any liabilities of Franchisee.

17.06 Survival Of Terms.

The terms of this Article 17 shall survive the termination, non-renewal or expiration of this Agreement for any reason.

Article 18 - Arbitration of Disputes.

18.01 Agreement to Arbitrate.

Except as provided below, any controversy or claim or dispute between the parties hereto or between any party hereto and any other person arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Article shall be governed by the Federal Arbitration Act. Any arbitration shall be before a single arbitrators versed in franchise, licensing or contract law, and shall take place in **Orange County, California**. No party shall join or attempt to join their claims in a single proceeding with the claims of any other party, person or entity even if similarly situated. The prevailing party shall be awarded all costs fees, arbitrators compensation and attorneys fees, from the losing party.

18.02 Conduct of Arbitration.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor.

18.03 Limited Exceptions to Arbitration.

The requirements of paragraphs 18.01 and 18.02, shall not apply to actions for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or the covenant against competition. Such actions and claims are not submitted to arbitration. Any such actions and claims shall be brought in the State or federal courts in **Orange County, California.** Any counterclaims to such actions and claims are submitted to arbitration and shall be subject to paragraphs 18.01 and 18.02.

Article 19 - Representations Of Franchisee

19.01 Representations

Franchisee represents and warrants as follows:

a. Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

b. Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

c. Franchisee intends to be actively involved in the **HOLDAAK restaurant** for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

d. Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and the **HOLDAAK** Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation. Franchisee is not relying upon any statements or any information received either directly or indirectly from Franchisor or any person acting or purporting to act on behalf of Franchisor which information or statements are not contained in this Agreement or the **HOLDAAK** Franchise Disclosure Document or otherwise in writing and signed by an officer of Franchisor. Franchisee has not received any earnings claims or financial performance information, directly or indirectly, from Franchisor excepting only such information as may be contained in Item 19 of the **HOLDAAK** Franchise Disclosure Document.

e. Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after franchisee has an approved location, has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

Article 20 - Miscellaneous Provisions

20.01 Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

20.02 Attorneys Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, as permitted by paragraph 18, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorneys fees and costs, including expert fees and fees on appeal.

20.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

20.04 Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

20.05 Estoppel Certificate

In the event that Franchisor is considering Transferring or encumbrancing this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other matter upon which certification is requested by Franchisor or a prospective Transferee or encumbrancer. Franchisor may rely upon any certificate given pursuant to this sub-paragraph as may any prospective purchaser or encumbrancer of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-paragraph shall be a material breach of this Agreement.

20.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

20.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to “Franchisee” shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

20.08 No Third Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

20.09 Choice Of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the state of California except for claims involving Article 16, which shall be governed by the state in which the **HOLDAAK restaurant** is located.

20.10 Notices.

All notices required or permitted by this Agreement ("Notice” or “Notices") shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile or electronic mail, (b) two (2) days following deposit with the United States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee.

20.11 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded.

20.12 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

20.13 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the **HOLDAAK restaurant** is located.

20.14 Time Of Essence.

Time is of the essence of this Agreement.

Article 21 - Business Risk.

21.01 No Promises.

Franchisee has been informed by Franchisor, realizes and acknowledges that the business venture contemplated by this Agreement involves business risks and its success or failure will be largely dependent upon Franchisee's abilities in operating and managing the **HOLDAAK restaurant**. Except to the extent expressly set forth in the **HOLDAAK restaurant** Franchise Disclosure Document, neither Franchisor nor anyone acting or purporting to act on behalf of Franchisor has made any promises or warranties, expressed or implied, as to Franchisee's potential sales, profits or success. As to those issues, Franchisee has made its own investigation and evaluation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Dated: ______________________ [effective date]	Date signed: ______________________________
FRANCHISOR:	**FRANCHISEE:**
Holdaak F & B, Inc.	
By ____	____
SEAN JUNG MIN KIM, CEO	Franchisee
	____
	Franchisee

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

This California Addendum to Franchise Agreement is made as of the date of the signing below, in connection with that certain franchise Agreement between the parties being entered into simultaneously. In consideration for the franchise rights flowing to both parties, Franchisee and Franchisor hereby agree as follows:

No disclaimer, questionnaire, clause or statement signed by franchisee 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 facts or its legal effect shall be deemed made only based upon franchisee's understanding of the law and facts as of the time of the franchisee's decision. This provision supersedes any other inconsistent term of any document executed in connection with the franchise.

Dated: ______________________ [effective date] Date signed: ______________________________

FRANCHISOR:	FRANCHISEE:
Holdaak F & B, Inc.	
By ______________________________ SEAN JUNG MIN KIM, CEO	______________________________ Franchisee
	______________________________ Franchisee

EXHIBIT A

to

Franchise Agreement

Location of HOLDAAK restaurant

The location of Franchisee's HOLDAAK restaurant shall be:

Street Address: ____

City: ____

State: ____

EXHIBIT B

to

Franchise Agreement

Territory

Franchisee's designated Territory shall be defined as follows:

2-mile radius around the Holdaak Restaurant

EXHIBIT C

to

Franchise Agreement

Conditional Lease Assignment

This Rider is attached to and is part of that certain Lease, by and between: ________________ __________________Lessor) and _________________________________ (Lessee) dated _____ ____________ for the premises located at: ____

A. **CONDITIONAL ASSIGNMENT:** Lessee hereby conditionally Assigns all of the Lessee's right, title and interest in this lease to **HOLDAAK F & B, Inc.** (hereinafter, "Franchisor"). This Assignment shall become effective only upon occurrence of any of the following conditions, and upon 30 days notice by Franchisor to Lessor of its option to assume the obligations of and to replace Lessee as the lessee:

1. Termination or Expiration of the **HOLDAAK** Franchise Agreement by Franchisor.
2. Termination of the lease by Lessor.

B. **CONSENT.** Lessor hereby consents to the said conditional Assignment and hereby agrees that if said conditional Assignment becomes effective, Franchisor shall thereafter be substituted for Lessee as the Lessee in this lease, as of the effective date indicated in Franchisor's on notice to Lessor. Further, Franchisor shall have the right to re-assign the lessee position in the lease to a new Franchisee of Franchisor.

C. **FRANCHISOR'S EXERCISE OF OPTION.** Lessee agrees that at such time as Franchisor exercises its option to become the Lessee under this lease, Lessee will immediately vacate the demised premises without removing any fixtures, parts, or accessories except as authorized in the Franchise Agreement and Lessor will permit Franchisor to enter upon and take possession of the demised premises. Lessor will cooperate in all legal action necessary to remove lessee if lessee refuses to vacate premises.

D. **NOTICE.** Lessor is hereby authorized and directed to rely solely upon written notice by Franchisor of the termination of the **HOLDAAK** Franchise Agreement and exercise by Franchisor of its option to become the Lessee under this lease and is hereby relieved of any and all liability to Lessor for any action it takes in so relying.

E. **DEFAULT BY LESSEE:** Lessor agrees to give Franchisor thirty (30) days prior written notice of its intention to terminate, and all notices of Default under the lease. During the thirty (30) day period Franchisor may cure such default or otherwise exercise its rights under the conditional Assignment.

F. **OPTION TO RENEW:** In the event that Lessee fails to exercise any option which he might have under the lease to renew same prior to the expiration thereof, Lessor agrees to notify Franchisor in writing of lessee's failure to renew the lease and Franchisor shall then have thirty (30) days from the receipt of such notice to exercise any option to renew and replace Lessee as the lessee under the lease.

Dated: _________________________[effective date]

Date signed: _______________________________

HOLDAAK F & B, Inc.
(Franchisor/Assignee)

By _______________________________________
SEAN JUNG MIN KIM, CEO

FRANCHISEE

____
Franchisee

____
Franchisee

LESSOR:

____

By: _____________________________________

Its: _____________________________________

EXHIBIT D

to

Franchise Agreement

Assignment of Telephone Numbers

_____________________________ Franchisee/Assignor, in consideration of **HOLDAAK F & B, INC.** Franchisor/Assignee granting an **HOLDAAK** franchise contemporaneously herewith, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby Assigns to **HOLDAAK F & B, INC.** all telephone numbers and listings utilized or to be utilized by Franchisee/Assignor in the operation of his **HOLDAAK restaurant**. The Assignee hereby assumes the performance of all of the Terms, Covenants, and Conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers and telephone listings with the same force and effect as if Assignee had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. This Assignment is valid on the effective date and is irrevocable. It applies equally to any numbers first used after the effective date. The telephone company is authorized to rely upon this Assignment at any time that it is delivered to the telephone company by Franchisor/Assignee. Assignee and Assignor each agree to hold harmless and indemnify the telephone company from any claims based upon the telephone company's reliance upon this Assignment. Assignee and Assignor each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this Assignment.

Dated: _______________________[effective date] Date signed: _____________________________

HOLDAAK F & B, INC.
(Franchisor/Assignee)

By _______________________________________
SEAN JUNG MIN KIM, CEO

FRANCHISEE
(Assignor)

____
Franchisee

____
Franchisee

Subject telephone number(s):
(as of date of this document)

____
____
____

EXHIBIT E

to

Franchise Agreement

Personal Guaranty

IN CONSIDERATION of and to induce the consent by **HOLDAAK F & B, INC.**, a **California** corporation ("Franchisor") to the Assignment of all right, title, and interest in and to the **HOLDAAK F & B, INC.** Franchise Agreement dated ______________________ to ____, a ___________________ [Type of Entity and State of organization] ("Franchisee"), [or alternatively, in consideration of and to induce Franchisor's consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1.01 Payment Of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorneys fees paid or incurred by Franchisor or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty; and

1.02 Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the **HOLDAAK restaurant** Franchise Agreement described above. This is a continuing Guaranty which shall apply to the Franchise Agreement and any subsequent renewals, extensions, amendments or modifications thereof, and such renewals, extensions, amendments or modifications shall be conclusively presumed to be covered by this Guaranty without further notice to or acceptance by the undersigned.

2.01 Execution And Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor's rights against the Franchisee until the Franchisee's liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in **California**, or such other location as Franchisor may designate in writing.

3.01 Rights Of Company

Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

3.01.01 change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

3.01.02 exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

3.01.03 settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

3.01.04 apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

4.01 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non revocable, except with the express written consent of Franchisor.

4.02 Joint And Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

4.03 Successors And Assigns.

This Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors, and Assigns of Franchisor and of the undersigned.

4.04 Noncompetition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

4.05 Bankruptcy Or Insolvency Of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an Assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable.

WITNESS our hands at ____________________________, on this the _______ day of _______________, 20__.

______________________________	______________________________
[SIGNATURE]	[SIGNATURE]
_______% owner of Franchisee	_______% owner of Franchisee
______________________________	______________________________
[SIGNATURE]	[SIGNATURE]
_______% owner of Franchisee	_______% owner of Franchisee

EXHIBIT F

to

Franchise Agreement

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO HOLDAAK F & B, INC. INCLUDING CHECKS AND ELECTRONIC TRANSFERS

Depositor hereby authorizes and requests the below referenced bank (the "Bank") to initiate debit and credit entries to Depositor's account indicated below drawn by and payable to the order of **HOLDAAK F & B, INC.** (the "Company") in checks drawn on such account payable to the Company or by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Bank's rights with respect to each such charge shall be the same as if it were a check drawn by the Bank and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever.

Bank Name: ____

Bank Address:____

Transit/ABA Number:_____________________________

Account Number:________________________________

This authority is to remain in full force and effect until the Company has received written notification from the depositor of its termination in such time and in such manner to afford the Company and Bank a responsible opportunity to act on such request.

Restaurant Address (if known): ____

Name of Depositor:____

(Please print Franchisee name)

________________ ___________________________

Date Signed Date Signed

_______________________ ___________________________

Signature of Depositor Signature of Depositor

PLEASE ATTACH ONE VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS.

EXHIBIT G

to

Franchise Agreement

Confidentiality Agreement FORM

(For Franchisee's Employees)

This Agreement is made and entered into by and between _______________________________________, (hereinafter, "the Employer") and ____ , (hereinafter, "Employee").

WHEREAS, Employer is engaged in the business of offering and selling goods and services in connection with an **HOLDAAK restaurant** under the Marks and using the System, pursuant to a franchise agreement with **HOLDAAK F & B, INC.** (herein, "**HOLDAAK restaurant");** and

WHEREAS, Employer has a need for a manager or key employee for the **HOLDAAK restaurant**; and

WHEREAS, Employee is willing and able to become a manager or key employee for the **HOLDAAK restaurant**;

WHEREAS, Employer is willing to hire Employee or to promote Employee to the position of manager or key employee of the **HOLDAAK restaurant**, but only upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

. Employment.

Employer agrees to employ Employee as _________________________, and to pay compensation as follows:
____
____
____
____
____
____
____.

. Confidential Information

Employee agrees that all of the information provided to Employee by Employer in the course of employment relating to the **HOLDAAK restaurant**, its operation, management, policies, relationship with its Franchisor, identity of is customers, members and vendors, pricing structures and formulas, product mix, and similar information, constitutes trade secrets. Employee acknowledges that such information has been received only from Employer and that it is not generally available to the public and that it derives independent economic value from not being widely known. Employee acknowledges and agrees that certain items or information to be made available may not, if analyzed in isolation, be trade secrets; however, unless Employer specifically agrees otherwise in writing, all such items and information, when placed in the context of those things which are Confidential Information if analyzed in isolation, become and are part of the trade secrets and are subject to this

Agreement. Employee further acknowledges that should the information be misappropriated or transferred to any third party, the Employer and Employer's Franchisor would suffer irreparable harm. Confidential Information does not include information on public record or readily available from a third party without consent by Employer.

. Employer Owns All Incidents

Employer shall be entitled to all of the benefits, profits and other issues arising from or incident to all work, services, and advice of Employee relating to the Confidential Information or arising out of discussions with Employer regarding same, and in any way communicated to Employer or becoming known to Employer during or after the term of employment.

. Nondisclosure

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any information regarding any trade secret(s) or any proprietary information of Employer. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Employer's business and goodwill. Should Employee, at any time, cease to be an employee of Employer, Employee shall immediately return to the Employer the originals and all copies of all documents or other media containing or representing trade secrets. Breach of any of the terms of this paragraph shall be a material breach of this Agreement. The terms of this paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any trade secrets in violation of this Agreement.

. Remedies

Employee agrees that, in the event of alleged breach, Employer shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Employer for such relief shall be ten dollars ($10.00). Employee waives any right to a higher bond. Employee agrees that any action taken by Employer pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Employer shall be entitled to a judgment against Employee for the greater of (a) Employer's actual damages (if provable under the circumstances) or (b) liquidated damages calculated as Employee's average monthly gross compensation for the last six months (or portion thereof) for which Employee was employed by Employer, multiplied by the number of months during which Employee was in breach of this Agreement. The parties mutually agree that the liquidated damages agreed herein are not a penalty, but are a best good faith effort to estimate what Employer's actual damages would be in the event of a breach under circumstances where actual damages may, because of facts known at that time, not be readily susceptible of accurate calculation.

. Enforcement By Franchisor

Both Employer and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but also of the Employer's Franchisor, **HOLDAAK F & B, INC.,** Employer and Employee each agree that **HOLDAAK F & B, INC.** shall have the same right to enforce this Agreement as Employer has; provided only that as between Employer and **HOLDAAK F & B, INC.**, they shall be entitled to only one recovery of damages or liquidated damages.

. Effectiveness

This Agreement shall become effective when signed and shall be enforceable at any time thereafter.

.. Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

.. Attorneys Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorney's fees and costs.

.. Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

.. Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

.. Paragraph Headings.

The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

.. Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs.

.. Choice Of Law.

This Agreement shall be governed by and construed under the laws of the state in which the **HOLDAAK restaurant** Is located.

.. Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of notice may be modified by appropriate registered or certified mailing to the other party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

.. Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

.. Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Employer. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Employer.

Date: ____

EMPLOYER

By _____________________________________

___________________, its _____________

Address: ______________________________________

____

____

EMPLOYEE

____

Signature

Address: ________________________________

____

Phone: _________________________________

FRANCHISE DISCLOSURE DOCUMENT

Attachment C

List of Franchisees

FRANCHISEES: (as of December 31, 2021)

<u>California</u>

Sung H Kim
Holdaak of York, LLC
5054 York Blvd,
Los Angeles, CA 90042
PH 323-507-2196

Seung Woo Chung
Frydak Corp.
9020 Reseda Blvd, Ste. 102
Northridge, CA 91324
PH 818-626-9791

Annie Lucy Kim
ALKCC, INC.
5530 E. Whittier Blvd.,
Commerce, CA 90022
PH 323-490-7241

FRANCHISEES UNDER CONSTRUCTION:

Mark Kim
Praus M55 LLC
1297 E Ontario Ave # 108,
Corona, CA 92881

Seung Woo Chung
Frydak Corp.
7207 Van Nuys Blvd
Van Nuys, CA 91405
PH 818-626-9791

COMPANY or AFFILIATE OWNED

1201 S. Euclid St., Ste. B
Fullerton, CA 92832
PH (714) 519-3433

1948 N. Tustin St.
Orange CA 92865
PH 714-363-3453
Holdaak Whittier LLC
15764 La Forge St
Whittier, CA 90603
PH 562-902-7530

COMPANY or AFFILIATE OWNED UNDER CONSTRUCTION:

Holdaak Gardena LLC
1258D W Redondo Beach Blvd
Gardena, CA 90247

FORMER FRANCHISEES
(Past fiscal year, or who have not communicated with Franchisor within past 10 weeks):

NONE

FRANCHISE DISCLOSURE DOCUMENT

Attachment D

OPERATIONS MANUAL TABLE OF CONTENTS

HOLDAAK
FAR EAST CHICKEN SHOP

Holdaak Food & Beverage, Inc.
Operation Manual

Note: Holdaak Food & Beverage, Inc., at its option, may change, delete, suspend, or discontinue parts of or the policy in its entirety, at any time without prior notice.

D03_062320

TABLE OF CONTENTS

FRANCHISE DISCLOSURE DOCUMENT

Attachment E

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Financial
Protection and Innovation
Suite 750
320 West 4th Street
Los Angeles, CA

Agent: California Commissioner of
Financial Protection and Innovation

HAWAII

Securities Examiner
1010 Richards
Street
Honolulu, Hawaii 96813

Agent: Director of Hawaii
Department of Commerce and
Consumer Affairs

ILLINOIS

Franchise Division
Office of Attorney
General 500 South
Second Street
Springfield, Illinois 62706

Agent: Illinois Attorney
General

MARYLAND

Office of the Attorney
General Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Agent: Maryland Securities
Commissioner 200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of
Attorney General
670 Law Building
Lansing, Michigan 48913

Agent: Michigan Department of
Commerce Corporations and Securities
Bureau

MINNESOTA

Minnesota Department of
Commerce 85 7th Place East,
Suite 500
St. Paul, Minnesota 55101-

Agent: Minnesota Commissioner of
Commerce

INDIANA

Franchise Section
Indiana Securities
Division Room E-111
302 West Washington
Street Indianapolis,
Indiana 46204

Agent: Indiana Secretary of State
Indiana Securities Division 201
State House
Indianapolis, IN 46204

NEW YORK

Investor Protection Bureau
New York State Department of Law
28 Liberty St., 21st FL
New York, New York 10005

Agent:

New York Secretary of State
99 Washington Ave
Albany, NY 12231

NORTH DAKOTA

Office of Securities
Commissioner Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505

Agent: North Dakota Securities
Commissioner

OREGON

Department of Insurance and
Finance Corporate Securities
Section
Labor and Industries Building
Salem, Oregon 97310

Agent: Director of Oregon Department of
Insurance and Finance

NEBRASKA

Nebraska Department of Banking and
Finance 1200 N Street
P.O. Box 95006
Lincoln, Nebraska 68509-5006

SOUTH DAKOTA

Division of
Securities c/o 118
West Capitol
Pierre, South Dakota
57501 (605) 773-4013

Agent: Director of South Dakota
Division Securities

TEXAS

Secretary of State
P.O. Box 12887 Austin,
Texas 78711

VIRGINIA

State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

Agent: Clerk of the State
Corporation Commission

RHODE ISLAND

Division of
Securities Suite 232
233 Richmond Street
Providence, Rhode Island
02903

Agent: Director of Rhode Island
Department of Business Regulation

WASHINGTON

Director
Department of Financial
Institutions Securities Division
P.O. Box 9033
Olympia, Washington 98507

Agent: Securities Administrator, Director
of Department of Financial Institutions

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison Wisconsin 53703

Agent: Wisconsin Commissioner of
Securities

FRANCHISE DISCLOSURE DOCUMENT

Attachment F

State Specific Addenda

California Addendum

Spousal Liability: Your Spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your, and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

No disclaimer, questionnaire, clause or statement signed by franchisee 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 facts or its legal effect shall be deemed made only based upon franchisee's understanding of the law and facts as of the time of the franchisee's decision. This provision supersedes any other inconsistent term of any document executed in connection with the franchise.

Neither the franchisor nor any person identified 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 the person from membership in the association or exchange.

California Business and Professions Code §§ 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

The Franchise Agreement contains a covenant not to compete that continues after the termination of the franchise. This provision may not be enforceable under California law.

Under both the California Franchise Relations Act and the Franchise Investment Law, a provision in a Franchise Agreement that requires you to waive your rights under either or both of these laws is void. Any release of claims that the franchisor asks you to sign will specifically exclude claims under these franchise laws.

Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a special disclosure document before soliciting a proposed material modification of an existing franchise.

The franchise agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur at Los Angeles County, and the arbitrators have the discretion to assess the costs of arbitration, including reasonable arbitrators' and attorneys' fees in proportions as the arbitrators may determine. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement, restricting venue to a forum outside the State of California.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

OUR WEBSITE AND WEBSITE ADDRESS **WWW.HOLDAAK.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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF EACH PROPOSED AGREEMENT RELATING TO THE GRANT OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Illinois

Many states have status concerning the relationship between franchisor and franchisee. These statutes deal with such matters as renewal and termination of franchises. Provisions of this sort will prevail over inconsistent terms in a franchise agreement. Illinois has such a statute (915 ILCS 705/19 and 705/20).

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.).

The Franchise Agreement includes a choice of law clause designating another state's law as the governing law. Under Illinois law, a Franchise Agreement may not provide for a choice of law of any state other than Illinois. Accordingly, Item 17 w. is amended to state "none" under the heading for "Summary." The Franchise Agreement is amended to omit Section XXV.

The Franchise Agreement requires franchisee to sign a release of claims as a condition for transfer or renewal of the franchise. Under the law of Illinois, any provision that purports to bind a person acquiring a franchise to waive compliance with the franchise disclosure law of Illinois is void. Accordingly, insofar as the Franchise Agreement requires franchisee to waive franchisee's rights under the Illinois franchise law, these requirements are deleted from the Franchise Agreement. This provision will not prevent the franchisor from requiring franchisee to sign a release of claims as part of a negotiated settlement of a dispute.

Maryland

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.).

The Franchise Agreement says that franchisor may require franchisee to sign a release of claims, other than claims that may not be waived in advance under applicable law, as a condition of renewal or transfer of your franchise. Under Maryland law, the release will not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Under the Franchise Agreement, franchisee must disclaim the occurrence and/or acknowledge the non-occurance of acts that might constitute a violation of the Maryland franchise law. These representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the franchise is granted.

Michigan

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

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee’s inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to

reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months’ advance notice of franchisor’s intent not to renew the franchise.

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

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

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

•Failure of the proposed transferee to meet the franchisor’s then current reasonable qualifications or standards.

•The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

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

A FRANCHISE SHALL NOT BE SOLD IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST TEN (10) BUSINESS DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR AT LEAST TEN (10) BUSINESS DAYS BEFORE THE RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE STATEMENT DESCRIBED IN THIS STATUTE.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to: Consumer Protection Division
Attn: Marilyn McEwen 670 Law Building
Lansing, Michigan 48913
(517) 373-7117

<u>Minnesota</u>

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Minnesota, with costs being borne by the non----prevailing party. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

The Franchise Agreement requires application of the laws of a state other than Minnesota. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C. 14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non----renewal of the Franchise Agreement.

The Franchise Agreement requires you to sign a release of claims as a condition of renewing or transferring a franchise. Minnesota Rule Part 2860.4400J prohibits franchisor from requiring franchisee to sign a release of claims arising under the Minnesota Franchise Law. Therefore, any release we require you to sign will exclude claims arising under the Minnesota Franchise Law.

The Franchise Agreement provides that franchisor is entitled to a temporary injunction or decree of specific performance. The Franchise Agreement is amended to provide that we are entitled to seek a temporary injunction or decree of specific performance if we can demonstrate to a court of competent jurisdiction that there is substantial likelihood of franchisee's breach or threatened breach of any of the terms of the Franchise Agreement, not that franchisor is necessarily entitled to obtain this relief.

Under Minnesota law, any claim arising under §80C may be brought within three years after the cause of action accrues. The Franchise Agreement is amended to provide for a three year period within which to bring any Minnesota claims.

New York

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH FRANCHISEE ABOUT ITEMS COVERED IN THIS PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS, WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

Except as stated in Item 3 of this Disclosure Document, neither the franchisor, its predecessor or predecessors nor any person or sales agent identified in Item 2 of this Disclosure Document: (i) has pending any administrative, criminal, or material civil action (or a significant number of civil actions irrespective of materiality) alleging a felony, violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (ii) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (iii) is subject to any injunctive or restrictive order or decree relating to franchises or under Federal or State franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

Neither the franchisor, its affiliate, its predecessor, officers, nor general partner during the 10----year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The introduction to Item 17 is amended to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

The Summary column of Item 17d is amended to read: "You may terminate upon any grounds permitted by law."

The Summary column of Item 17j is amended to read: "We may assign only to a financially responsible assignee that we reasonably believe is capable of performing its obligations under the franchise agreement and which expressly assumes these obligations in writing."

The Summary column in Item 17w is amended to add the following: "The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33."

North Dakota

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 17c is revised to omit any requirement that a general release be signed as a condition of renewal.

Item 17r is amended to add the following: "To the extent that covenants not to compete apply to periods after the term of the franchise, they are generally considered unenforceable in the State of North Dakota."

Item 17u is amended to omit any reference to the location or mediation or arbitration.

Item 17w is amended to state "None."

Rhode Island

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor.

To the extent required by§19-28.1-14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

South Dakota

The Franchise Agreement includes a covenant not to compete after termination of the franchise. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law. The Franchise Agreement provides for arbitration in a state other than South Dakota. Under South Dakota law, arbitration must be conducted at a mutually agreed upon site in accordance with §11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchise Agreement designates the law of a state other than South Dakota as the governing law, except that trademark issues are to be under the Lanham Act. Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but contractual and all other matters will be subject to application, construction, enforcement and interpretation under the governing law specified by the Franchise Agreement.

Under South Dakota law, any provision in a Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and Franchise Agreement must afford a franchisee thirty (30) days written notice with an opportunity to cur the default prior to termination. Under SDL any condition, stipulation or provision purporting to waive compliance with any provision of this chapter, or any rule or order is void.

An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

Washington

The State of Washington has a statute, RCW 19.100.180, that may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor, including the areas of termination and renewal of the franchise.

In Washington, provisions of the Franchise Agreement which unreasonably limit the statute of limitations or remedies under the Washington Franchise Investment Act, such as the right to jury trial, may not be enforceable.

The Franchise Agreement requires application of the laws of a state other than Washington. If there is a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chap. 19.100 RCW, will prevail.

The Franchise Agreement requires franchisee to sign a release of claims as a condition of renewing or transferring the franchise. A release or waiver of rights signed by a franchise owner may not include rights under the Washington Franchise Investment Protection Act.

Under Washington law, transfer fees may be collected only to the extent that they reflect the franchisor's reasonable estimated or actual costs in connection with the transfer.

FRANCHISE DISCLOSURE DOCUMENT

Attachment G

General Release

This General Release ("Release") is made and entered into on this _____day of ___ ___________, 20____by and between **HOLDAAK F & B, INC.** ("Franchisor") and _______________________________ ("Franchisee") with regard to the following Recitals.

RECITALS

WHEREAS, Franchisor and Franchisee are parties to an **HOLDAAK** Franchise Agreement (the "Franchise Agreement") dated___________________, 20______, granting Franchisee the right to operate an **HOLDAAK restaurant** under Franchisor's proprietary marks and system at the following location: ________________________________:

WHEREAS, Franchisee is requesting Franchisor's consent to a transfer, or requesting a renewal term or requesting Franchisor's consent to ____; and Franchisor is willing to grant such consent in consideration for Franchisee signing this Release.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasors"), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasees"), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors.

The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release.

Franchisee hereby waives the provisions of California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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."

And any other similar provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

HOLDAAK, F & B, INC.	**FRANCHISEE**
By: ___________________________	______________________________
Sean Jung Min Kim, CEO	______________________________

FRANCHISE DISCLOSURE DOCUMENT

Attachment H

Franchisee Disclosure Questionnaire

The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of Franchisor's sales agents, that have not been authorized or that may be untrue, inaccurate or misleading.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing **HOLDAAK restaurant** from an existing Franchisee?

Yes___No ____

2. I had my first face-to-face meeting with a Franchisor representative on ____,

3. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreements attached to it?

Yes___No ____

4. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreements provided to you?

Yes___No ____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____

____

5. Have you received and personally reviewed the Franchisor's Franchise Disclosure Document (FDD) that was provided to you?

Yes___No ____

6. What date did you receive a Franchise Disclosure Document:___________________
Did you sign a receipt for the FDD indicating the date you received it?

Yes___No ____

7. Do you understand all of the information contained in the FDD and any State Specific Addendum to the FDD?

Yes___No ____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

____

____

8. Have you discussed the benefits and risks of establishing and operating an **HOLDAAK restaurant** with an attorney, accountant, or other professional advisor?

Yes___No ____

If No, do you wish to have more time to do so?

Yes___No ____

9. Do you understand that the success or failure of your **HOLDAAK restaurant location** will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes___No ____

10. Has any employee or sales agent of Franchisor made any statement or promise concerning the revenues, project cost, project cost, profits or operating costs of an **HOLDAAK restaurant** operated by the Franchisor or its Franchisees that is contrary to the information contained in the FDD?

Yes___No ____

11. Has any employee or sales agent of Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to the information contained in the FDD?

Yes___No ____

12. Has any employee or sales agent of Franchisor made any statement or promise concerning the total amount of revenue the **HOLDAAK restaurant** will generate that is contrary to the information contained in the FDD?

Yes___No ____

13. Has any employee or sales agent of Franchisor made any statement or promise regarding the costs you may incur in operating the **HOLDAAK restaurant** that is contrary to or different from, the information contained in the FDD?

Yes___No ____

14. Has any employee or sales agent of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an **HOLDAAK restaurant**?

Yes___No ____

15. Has any employee or sales agent of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes___No ____

16. Have you entered into any binding agreement with Franchisor concerning the purchase of this franchise prior to today?

Yes___No ____

17. Have you paid any money to Franchisor concerning the purchase of this franchise prior to today?

Yes___No ____

If you have answered Yes to any one of questions 10-17, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered No to each of questions 10-17 please leave the following lines blank.

____

____

I signed the Franchise Agreement and Addenda (if any) on________________, 20_____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISEE APPLICANT

___________________________________ Date: ________________________

___________________________________ Date: ________________________

___________________________________ Date: ________________________

___________________________________ Date: ________________________

State Effective Dates

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

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

State	Effective Date
California	

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.

FRANCHISE DISCLOSURE DOCUMENT

Attachment I

Receipts

Item 23
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If HOLDAAK F & B Inc. offers you a franchise, it must provide this disclosure document to you at least 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 the franchisor to provide the franchisee a 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 related to the franchise relationship.)

If HOLDAAK F & B Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state agencies listed in Exhibit E. HOLDAAK, Inc., authorizes the respective Agents identified on Exhibit E to receive service of process for us in the particular state.

The franchise seller(s) involved in offering and selling the franchise to you are:

Sean Jung Min Kim; 1201 South Euclid Street, Suite B, Fullerton, CA 92832 PH (714) 519-3433
Kiwook Uhm; 1201 South Euclid Street, Suite B, Fullerton, CA 92832 PH (714) 519-3433
Richard Lee; 1201 South Euclid Street, Suite B, Fullerton, CA 92832 PH (714) 519-3433
Hyun Kim; 1201 South Euclid Street, Suite B, Fullerton, CA 92832 PH (714) 519-3433

I have received a Franchise Disclosure Document, Issued April 1, 2022. This disclosure document includes the following Attachments:

ATTACHMENT A	Financial Statements
ATTACHMENT B	Franchise Agreement with Exhibits
ATTACHMENT C	List of Current and Former Franchisees
ATTACHMENT D	Table of Contents for Manual
ATTACHMENT E	State Administrators and Agents for Service of Process
ATTACHMENT F	State Specific Addenda
ATTACHMENT G	General Release
ATTACHMENT H	Franchisee Disclosure Questionnaire
ATTACHMENT I	Receipts

Dated:___________________ Franchisee:_____________________

Dated:___________________ Franchisee:_____________________

KEEP THIS COPY FOR YOUR RECORDS

Item 23

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Dated:___________________ Franchisee:_____________________

Dated:___________________ Franchisee:_____________________

RETURN THIS COPY TO:

HOLDAAK F & B, Inc., 1201 South Euclid Street, Suite B, Fullerton, CA 92832