FRANCHISE DISCLOSURE DOCUMENT

ISLAND FIN POKE FRANCHISING LLC
a Florida limited liability company
276 Saxony Court
Winter Springs, Florida 32708
Telephone: 702-755-1258
Email: franchise@islandfinpoke.com
www.islandfinpoke.com

We offer franchises to area representatives to operate, and to establish, train and support franchisees to operate fast-casual restaurant businesses that features Hawaiian style poke bowls. The total investment necessary to begin operation of an Island Fin Poke® Area Representative Business ranges from $478,100 to $1,114,400. This includes $320,000 - $770,000 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 disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 15, 2021

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 area representatives. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E 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 Island Fin Poke business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Island Fin Poke area representative?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Spouse Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the area representative agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.

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

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment 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 30 days, to cure such failure.

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

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

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

(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:

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to: Michigan Attorney General’s Office, Consumer Protection Division, Attention: Franchise Section, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan 4893, Telephone Number: 517-373-7117.

ISLAND FIN POKE FRANCHISING LLC
Franchise Disclosure Document

Table of Contents

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

To simplify the language in this disclosure document, the terms “Franchisor”, or “we” or “us” means Island Fin Poke Franchising LLC, the Franchisor. The terms “we”, “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of an Island Fin Poke franchise, as “you” or “Franchisee”, whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Florida on March 15, 2018. Our principal business address is 276 Saxony Court, Winter Springs, Florida, 32708, and our telephone number is 702-755-1258. We do business under our company name, “Island Fin Poke” and its associated design (the “Marks”). We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the “Island Fin Poke” Marks. We began offering single-unit franchises in May 2018. We began offering area representative franchises on March 9, 2020. Our single-unit franchise opportunity is offered under a separate franchise disclosure document.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parents or predecessors.

We have an affiliated company, Island Fin Poke Company, a Delaware corporation with a principal address of 276 Saxony Court, Winter Springs, Florida, 32708. Island Fin Poke Company was formed on July 31, 2017, and is the owner of the certain of our Marks and has exclusively licensed use of the Marks to us. Island Fin Poke Company has not offered franchises in this or in any other lines of business previously.

We have operated, through our affiliates, restaurants fast-casual restaurant businesses featuring Hawaiian-style poke bowls, using both the trade name “Island Fin Poke Co.” and the Marks, since 2017. We currently operate three outlets located in Winter Springs and Lake Nona, Florida. We may operate other Island Fin Poke concepts, including additional Island Fin Poke outlets, or other meal provision concepts in the future.

The Franchise Offered:

Our franchise program offers the right to operate a fast-casual restaurant business featuring Hawaiian-style poke bowl dishes, using the “Island Fin Poke Co.” Marks and our distinctive operating procedures. The distinguishing characteristics of an Island Fin Poke Co. Franchised Business include, but are not limited to, the Island Fin Poke distinctive trade dress, proprietary recipes, operations methods, inventory, procedures for management, training, advertising, and promotional programs, all of which may be changed, improved or further developed by us at any time (the “System”).

Through this Disclosure Document, we offer franchises for area representative businesses to open and operate, through the Area Representative or through franchisees solicited by the Area Representative and approved by us, a specified number of Island Fin Poke Co. restaurant outlets within a specified territory and in accordance with a specified development schedule. The Area Representative will also assist us in rendering certain services (including training, opening assistance and ongoing supervision) to those franchisees within the Area Representative’s territory (the “Area Representative Business”). As compensation for these services, the Area Representative receives a portion of some fees paid by franchisees located in the Area Representative's territory. Area Representatives must own and operate at least one Island Fin Poke Co. outlet in its territory (the "Pilot Restaurant"), which will serve as a training facility, and must sign a Franchise Agreement with us for the Pilot Restaurant at the same time the Area Representative Agreement is signed. Area Representatives do not enter into any agreements with prospective franchisees. All agreements are entered into with us.

Market and Competition:

The market for your Area Representative Business consists of members of the general public who seek, as a customer or to provide as a business, prepared meals and related items in a dine-in setting, or through take-out or delivery options. You will compete in the fast-casual food business with various established independent local restaurants and regional or national chain outlets specializing in the sale of poké, both take-out service and full services, as well as with other restaurants and take-out facilities selling all kinds of food or other specialty foods, including well-established national chain outlets and local businesses. Many restaurants specialize in the sale of poké and competition in the restaurant business in general and the fast-casual food industry in particular is well-established and intense. Sales are year-round.

Industry Specific Regulations:

The sale of franchises is governed by rules enacted by the Federal Trade Commission ("FTC"), 16 C.F.R. §§ 436.1 et seq. (the "FTC Rule"). You must comply with the disclosure requirements mandated by the FTC Rule. Further, in the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin we must register the Disclosure Document before the offer or sale of any franchise. The Disclosure Document must be registered with the various authorities before the offer or sale of any franchise in that particular state, and the State of Illinois may require that you register as a subfranchisor. Other states may require you to register as a franchise broker or subfranchisor. You are advised to investigate the federal, state and local laws, regulations and ordinances applicable to being an area representative and conducting your Area Representative Business.

At all times during the operation of your Pilot Restaurant, you must have a ServSafe® Food Handler certification. The jurisdiction where your Pilot Restaurant is located may require additional food safety certifications. You must comply with all laws and regulations for proper food storage, preparation, and service.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and foodservice establishment sanitary conditions. State and local agencies inspect foodservice establishments to ensure that they comply with these laws and regulations. Some state and local authorities have adopted, or are considering adopting, laws or regulations that could affect: the content or make-up of food served at your Pilot Restaurant, such as the level of trans fat contained in a food item; general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free"; and the posting of calorie and other nutritional information on menus.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Pilot Restaurant, including, among others, business operations, insurance, discrimination, employment, health, sanitation and workplace safety laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Area Representative Business and Pilot Restaurant in addition to those listed here.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer – Mark Setterington

Mr. Setterington has been our Chief Executive Officer since our inception in March 2018. Mr. Setterington is the Co-Founder and has been the Manager of our affiliates since their inceptions in 2015 and 2017. From August 2013 to August 2016, Mr. Setterington was Vice President of Operations for LEV Restaurants in Las Vegas, Nevada.

Executive Vice President – Cliff Nonnenmacher

Mr. Nonnenmacher has been our Executive Vice President since January 2019. From October 2014 to the present, Mr. Nonnenmacher has been the CEO of FRANOCITY, Inc. in Boca Raton, Florida. From March 2011 to December 2014, he was the Executive Vice President at PuroSystems, Inc. in Tamarac, Florida.

Chief Development Officer – Justin Guevara

Mr. Guevara has been our Chief Development Officer since January 2019. From October 2014 to the present, Mr. Guevara has been President of FRANOCITY, Inc. in Boca Raton, Florida. From April 2011 to October 2014, he was Vice President Franchise Development for PuroSystems, Inc. in Tamarac, Florida.

Vice President – Culinary – Peter Setterington

Mr. Setterington has been our Vice President – Culinary January 2019. Mr. Setterington founded Sure Hospitality, LLC, a catering business in Rockford, Michigan, where he has served as chief executive officer since January 2015.

Director of Culinary – Kemar Jack

Mr. Jack has been our Director of Culinary since November 2019. From February 2018 to November 2019, Mr. Jack was Chef of Creative Kitchens in Las Vegas, Nevada. Prior to that, Mr. Jack was the Territory Manager of Ecolab in Las Vegas, Nevada, from March 2015 to February 2018..

Director of Construction – Richard Slone

Mr. Slone has been our Director of Construction since January 2020. Mr. Slone is also the Asset/Construction Manager of Service Complete Electric, based in Oviedo, Florida, a position he has held since December 2016. From November 2012 to December 2016, Mr. Slone was Superintendent of Gembecki Mechanical in Caselberry, Florida.

Training Manager – Taylor Setterington

Ms. Setterington has been our Training Manager since July 2017. Ms. Setterington was also Caterer of Cactus Restaurants, LLC, in Las Vegas, Nevada, from June 2014 to November 2018.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

We will charge you an initial area representative fee ("Initial Area Representative Fee") when you sign the Area Representative Agreement. The Initial Area Representative Fee is calculated at Three Cents ($0.03) per capita. The Initial Area Representative Fee ranges from $300,000, for a territory with a minimum population of 10 million, to $750,000, for a territory with a maximum population of 25 million. This payment is fully earned by us and due in a lump sum when you sign the Area Representative Agreement. The Initial Area Representative Fee is not refundable under any circumstance.

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement for your Pilot Restaurant. The Initial Franchise Fee is Forty Thousand Dollars ($40,000.00); however, we will reduce the Initial Franchise Fee by fifty percent (50%) to reflect the commission you earn. This payment is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Fees Imposed by the Area Representative Agreement:			
Costs to Comply with Franchise Laws	$0-$20,000	As incurred	Laws applicable to your territory may require that you prepare, amend, register, and/or file applications, forms, disclosures or your own disclosure document with a government agency or agencies before you engage in franchise sales. You may be required to renew such applications, forms, disclosures or disclosure document yearly.
Required Minimum Expenditure for Marketing and Advertising	$3,000 monthly until Development Schedule is satisfied.	As incurred.	Payable to third-party suppliers. All advertising must be approved by us. See Item 11. See footnote 2.
Renewal Fee	$1,000 for each franchise agreement in effect on the last day of the initial Term and for each franchise agreement which becomes effective	Before signing renewal agreement	Payable to us. See Item 17.

Type of Fee	Amount	Due Date	Remarks
	within sixty (60) days following the expiration of the Term.		
Transfer Fee	$1,000 per franchise agreement in effect in the Territory or $25,000, whichever is greater.	Before we approve the transfer	Payable to us. See Item 17
Initial Training	No charge for initial training of up to two people.	Travel and related expenses are due as incurred.	Initial training takes at our headquarters or affiliated outlet in Lake Nona, Florida. You must pay the incidental costs of attendance, which include but are not limited to, transportation, meals and lodging. Incidental costs are payable to third-party suppliers. See Item 11.
Additional Training	A reasonable fee for optional training, and no charge for mandatory additional training. You pay all travel and other related expenses incurred by you and your personnel.	As incurred.	See footnote 4.
Interim Management Fee	All Commission otherwise payable during the term of interim management.	As incurred.	We may keep all Commission otherwise earned if we provide management, training or support services on your behalf. See footnote 5.
Indemnification	Amount of loss or damages plus costs	As incurred.	See footnote 6.
Insurance Reimbursement	Amount plus ten percent paid by us for your insurance obligations	As incurred	You must reimburse us for any insurance costs we pay on your behalf and an administrative fee if you fail to obtain insurance as required by the Area Representative Agreement.
Reimbursement of legal fees and expenses	(a) all of our costs and expenses, including but not	As Incurred.	Payable to us.

Type of Fee	Amount	Due Date	Remarks
	limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Area Representative Agreement and (b) 50% of our costs and expenses, including but not limited to attorneys' fees, to review and/or negotiate any documents or matters for franchisees.		
Fees Imposed by the Franchise Agreement for your Pilot Restaurant:			
Continuing Royalty Fee	6% of monthly Gross Revenue	10th day of the month	Payable to us. See footnote 1.
Required Minimum Expenditure for Local Marketing and Advertising	1.5% of Gross Revenues	Monthly	Payable to third parties. All advertising must be pre-approved by us. See footnote 2.
Brand Fund Contribution	Up to 1.5% of Gross Revenues. There is no current Brand Fund Contribution requirement.	10th day of the month	Brand Fund Contributions are paid directly to the Brand Fund. See footnote 3.
Advertising Cooperative	Your share of actual cost of advertising.	As determined by cooperative.	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised Island Fin Poke outlets in a designated geographic area. Any affiliate-owned outlets may participate in an advertising cooperative, in our sole discretion.

Type of Fee	Amount	Due Date	Remarks
Late Charge	$50	As incurred	If you fail to pay us the Continuing Royalty Fee, Brand Fund Fee, Technology Fee or if you fail to submit your Gross Revenue report when due, we may charge you $50 for each late submission in addition to interest charges explained below.
Interest Charge	18% per annum from due date, or maximum allowed by law	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-Sufficient Funds Fee	$75	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-Sufficient Funds Fee.
Renewal Fee	$5,000	Before signing renewal agreement	Payable to us. See Item 17.
Transfer Fee – Franchise Agreement	75% of the then-current initial franchise fee. For transfers to: (i) an existing franchisee in good standing, the transfer fee is 50% of the then-current initial franchise fee, (ii) an entity owned and controlled by the franchisee for convenience purposes or for transfers among owners that does not change management control, the transfer fee is $1,500 and (iii) a spouse, parent or child upon death or permanent	Before we approve the transfer.	Payable to us. See Item 17

Type of Fee	Amount	Due Date	Remarks
	disability, the transfer fee is $3,500.		
Initial Training	No charge for your manager. You pay all travel and other related expenses incurred by all trainees. The current fee to train additional personnel is $250 per person per day.	Travel and related expenses are due as incurred. Fees for training your key personnel are due prior to the commencement of training.	Initial training takes place in Lake Nona, Florida. See Item 11.
Additional Training	A reasonable fee for each training session. Fee is currently $600. You pay all travel and other related expenses incurred by you and your personnel to attend training.	As incurred.	See footnote 4.
Remedial Training Fee	Our then-current per diem rate for each trainer, plus travel and other expenses. Our current per diem rate is $250 per day.	As incurred.	We may impose this fee, payable to us, if you request additional training at your premises from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Interim Management Support Fee	Our then-current per diem rate for on-site management, plus expenses. Our current rate is the $250 per day, plus travel and other expenses.	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Continuing Royalty Fee and Brand Fund Contributions), payable to us, if we provide on-site management of your Franchised Business. See footnote 5.

Type of Fee	Amount	Due Date	Remarks
Examination of Books and Records	Cost of examination plus related expenses.	As incurred.	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by two percent (2%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.
Evaluation Fee of Unapproved Item or Supplier	Actual cost of inspection and/or testing	As incurred.	Payable to us.
Quality Review Services	Up to $200, quarterly	As incurred	Payable to third-party providers. See footnote 6.
Software/ Applications Fees	$200 monthly, subject to increase	Monthly, as required by providers	Payable to third-party suppliers or to us for access, support and updates to our approved software. These fees are subject to change by the software providers. We have the right to substitute or add different approved technologies, which you must use.
Technology Fee	Currently $0	As incurred.	We reserve the right to impose a fee for new or improved technology for the benefit of the System and the Pilot Restaurant, including but not limited to, assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Third Party Delivery Fees	24% per order	As incurred.	You are required to use third-party delivery service providers, such as DoorDash, UberEats, Postmates and GrubHub, and pay their service fees.

Type of Fee	Amount	Due Date	Remarks
Music Program	Approximately $15, subject to increase	Monthly	Payable to third-party suppliers.
Accounting Services	Actual costs	As incurred.	You are required to you to use an external payroll processing and accounting service. You must use our designated accounting service if (i) you do not keep your books and records in accordance with our requirements or (ii) we determine that use of a designated service by all franchisees is beneficial to the System.
Relocation Fee	$2,500	As incurred	This fee is due if we approve your request to relocate your Pilot Restaurant.
Liquidated Damages	Up to 24 months of Royalty Fees and Brand Fund Contributions	Upon termination of the Franchise Agreement due to your default.	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining in the term of your Franchise Agreement.
Indemnification	Amount of loss or damages plus costs	As incurred.	See footnote 7.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses	As incurred.	See footnote 8.

Type of Fee	Amount	Due Date	Remarks
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As Incurred	Payable to us.
Confidential Operation Manual Replacement Fee	Currently $100, subject to change	As incurred	Paid to us.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus a 10% administrative fee and our legal fees, if any.	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	Amount of taxes	When incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Pilot Restaurant or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] "Gross Revenue" includes all sales of every kind and nature at or from your Pilot Restaurant location or made pursuant to the rights granted to you by the Franchise Agreement. Gross Revenue includes the full amount payable by your customers, without deduction for delivery costs or other write-offs. Gross Revenue does not include (a) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, (c) properly documented promotional discounts (i.e. coupons) and (d) properly documented employee discounts (limited to 3% of Gross Revenue). Gross Revenue does not include gift card purchases, at the time of purchase, but Gross Revenue does include the redemption amount of purchases made by gift card. If you do not report revenues for any week, then we will collect 120% of the last Continuing Royalty Fee collected and settle the balance the next period in which you report revenue. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[2] Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. You may not use social media platforms, such as Facebook, Twitter, Instagram, LinkedIn, blogs and other networking and sharing websites, unless you first receive our written approval to do so and such use is in strict accordance with our requirements.

[3] Brand Fund Contribution payments are due at the same time and in the same manner as Royalty Fees. You are required to set up authorization at your bank to allow the Brand Fund to electronically transfer funds from your bank account to the Brand Fund's bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds. If you do not report any sales in a week then the Brand Fund will collect 120% of the last Brand Fund Contribution collected and settle the balance the next week in which you report sales.

[4] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training for up to four days per year at a location we designate. We may also require you to attend a national business meeting or annual convention for up to three days per year at a location we designate. We have the right to impose a reasonable fee for all additional training programs, including the national business meeting or annual convention. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

[5] In the event of your death or disability, your default of the Area Representative Agreement or Franchise Agreement, absence of a qualified general manager, or other reasons, in our sole discretion, we may provide interim on-site management of your Area Representative Business or Pilot Restaurant.

[6] We may establish quality assurance programs conducted by third-party providers, such as, by way of example only, mystery shop programs and periodic quality audits, to monitor the operations of your Pilot Restaurant. If we require it, you must subscribe and pay the fees for any such program.

[7] You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[8] If you fail to do so, in our sole discretion, we may correct any deficiency in the Pilot Restaurant and/or your operation of the Pilot Restaurant or take steps to modify, alter or de-identify the Pilot Restaurant location upon the termination or expiration of the Franchise Agreement. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter or de-identify the Pilot Restaurant location.

ITEM 7: **<u>ESTIMATED INITIAL INVESTMENT</u>**

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Estimated Initial Investment Relative to Area Representative Agreement				
Initial Area Representative Fee	$300,000 - $750,000	Lump sum payment in cash or available funds.	Upon signing the Area Representative Agreement.	Us
Costs to Comply with Franchise Laws[1]	$0-$20,000	As incurred	Before solicitation of prospective franchisees	Attorney, Accountant, and Government Agency
Professional Fees[2]	$2,000 - $5,000	As required by providers	As incurred	Attorney, Accountant, Other Professional Service Providers
Insurance[3]	$1,000 - $3,000	As required by insurer	Before opening	Insurer
Computer Systems[10]	$500 - $1,500	As required by suppliers	Before opening	Suppliers
Your Training Expenses[4]	$1,600 - $2,400	As required for transportation, lodging & meals	As required by suppliers of transportation, lodging & meals.	Suppliers of transportation, lodging & meals.
Estimated Initial Investment Relative to Franchise Agreement:				
Initial Franchisee Fee	$20,000	Lump sum payment in cash or available funds.	Upon signing the Area Representative Agreement.	Us
Premises deposits[4]	$8,000 - $30,000	As required by landlord, utility providers	As required by landlord, utility providers	Landlord, Utility providers
Design and Architect Fees	$3,000 - $10,000	As required by supplier	Before opening as required by supplier	Supplier
Leasehold Improvements, Construction and/or Remodeling[5]	$45,000 - $110,000	As required by supplier, contractor or landlord	Before opening, as required by supplier.	Suppliers, contractor and/or Landlord
Construction Management[6]	$0 - $20,000	As required by supplier	As arranged	Supplier
Furniture & Fixtures[7]	$15,000 - $20,000	As required by supplier	Before opening	Suppliers
Exterior Signage[8]	$3,500 - $7,000	As incurred	Before opening	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Business Licenses and Permits[9]	$1,500 - $2,500	As required by government agencies	Before opening, as required by government agencies	Government Agencies
Computer Systems[10]	$1,500 - $3,000	As required by suppliers	Before opening	Suppliers
Initial Inventory to Begin Operating[11]	$3,000-$5,000	As required by suppliers	Before opening	Suppliers
Equipment[12]	$25,000 - $40,000	As required by suppliers	Before opening	Suppliers
Grand Opening Advertising	$7,500 - $10,000	As required by supplier	As required by supplier	Suppliers
Operating Expenses / Additional Funds – 3 months[13]	$40,000 - $55,000	As incurred	Payroll weekly, other purchases according to agreed-upon terms	Employees, utilities, suppliers, etc.
TOTAL	$478,100 - $1,114,400			

[1] Laws applicable to your territory may require that you prepare, amend, register, and/or file applications, forms, disclosures or your own disclosure document with a government agency or agencies before you engage in franchise sales. If required, you must prepare and file the required applications, forms, disclosures or document at your expense.

[2] We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Area Representative Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Pilot Restaurant.

[3] These estimates reflect the first quarterly premium. Before you commence your Area Representative Business, you must purchase and maintain at your sole cost and expense the insurance we specify, which includes but is not limited to a business owner's policy in amounts at least $1,000,000 per occurrence and $2,000,000 in the aggregate and product and advertising liability coverage in the amount of $1,000,000. You must also carry the following insurance for your Pilot Restaurant: comprehensive general liability insurance in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; property and casualty insurance to cover the full replacement value of your leasehold improvements, equipment, furniture, fixtures, and inventory; business interruption insurance in an amount necessary to satisfy your obligations under your franchise agreement for at least 12 months; statutory worker's compensation insurance in the limits required by state law; employer's liability insurance in the amount of $500,000; employee dishonesty insurance in the amount of $25,000; electronic data loss in an amount of at least $10,000; identity forgery, alteration or theft in an amount of at least $2,500 per loss and expenses; and if you operate a vehicle on behalf of your Franchised Business, comprehensive automobile liability insurance of at least a combined single limit for bodily injury and property damage of $1,000,000. Each policy must be written by a responsible carrier or carriers acceptable to us, with an A.M. Best rating of no less than A-VII, and must name us and our respective officers, directors, partners, agents and employees as additional insured parties. Insurance costs and requirements may vary widely in different localities. The estimate is for the cost of

deposit for one year of required minimum coverage. We have the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

[4]We anticipate that you will rent the Restaurant's premises. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Franchised Business already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Because of the numerous variables that affect the value of a particular piece of real estate, this estimated initial investment table does not reflect the potential cost of purchasing real estate.

[5] This cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work and the location of the Franchised Business. The estimated figures include remodeling walls, ceilings, floors, and other construction including electrical, plumbing and carpentry work. These amounts will vary based on the condition of the existing leasehold. Many locations are built in existing structures, while many others are new build-outs. You will incur expenditures in this category if you take over space which was occupied by a prior tenant. It is difficult, if not impossible, to estimate what it might cost to improve existing property. Tenant improvement allowances, if any, paid to you may defray a portion of build-out costs.

[6]This estimate is for the use of CDS "Consolidated Development Services" which is optional. CDS will manage the entire construction process from permitting to certificate of occupancy. If you choose to pay to use their services, CDS will manage and provide: a) due diligence, LOI, lease review, survey and analysis, budget, space planning; b) design, architecture and preliminary design approvals; c) permitting and bidding, permit management, contractor identification, contract administration; d) construction management, site observation, vendor management, punch list development, release of lien, and warranty process.

[7] The furniture, fixtures, and décor necessary for the operation of an Island Fin Poke Restaurant includes all furniture, sinks, tables, display cases, tables, refrigerators, smallware, and miscellaneous other kitchen items, many of which may be leased, and all interior and exterior signs that may or may not bear the proprietary Marks licensed to you by us. These estimates do not include freight or installs. Based on where the Restaurant is located, these estimates may vary.

[8]This estimate is for the cost to produce and mount storefront signage on the exterior of the premises.

[9] This is an estimate of the costs of building permits, sign permits and a certificate of occupancy for your premises. Not all locations will require all of these permits, depending on the prior use of the premises and the requirements of local ordinances. This estimate also includes the cost of a local business license. The costs of permits and licenses will vary by location. We cannot estimate the cost of this license because requirements and fees vary widely. Please contact your local governing agency for this information.

[10]You must have a general purpose computer for your Area Representative Business and computer systems, hardware, software and applications meeting our minimum specifications for use at your Pilot Restaurant. This estimate includes the cost of our current required POS system, business management software, which is Toast POS, and bookkeeping application, which is Quickbooks online. You must also have Internet and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of sales information. We reserve the right to change your requirements for computer hardware and software at any time.

[11] This estimate is for the cost of the initial inventory sufficient for approximately one (1) month of operation. Your initial inventory will include ingredients and supplies, containers, cleaning products, and other disposables.

[12]This estimate includes the necessary television equipment, security cameras, and other equipment necessary for the operation of the Franchised Business.

[13] This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate includes such items as rent, utilities, internet service, initial payroll and payroll taxes, Royalties (as described in this disclosure document), Brand Fund Contributions, repairs and maintenance, bank charges, music fee, miscellaneous supplies and equipment, initial staff recruiting expenses, and other miscellaneous items. These estimates do not include any compensation to you, nor do they include debt service. These items are by no means all-inclusive of the extent of possible expenses.

We relied upon the experience of our affiliate-owned Island Fin Poke outlets to compile these estimates. You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. Your additional 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 our service; competition; and the sales level reached during your initial period. We estimate that a franchisee can expect to put additional cash into the business during at least the first three to six months, and sometimes longer.

We do not offer financing for any part of the initial investment.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: <u>RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES</u>

We have identified various suppliers, distributors and manufacturers of equipment, inventory, and services that your that your Area Representative Business and Pilot Restaurant must use or provide which meets our standards and requirements. You must purchase all equipment, fixtures, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications.

We approve suppliers after careful review of the quality of the products they provide to us and you. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meet our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will make a good-faith effort to notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. If we do not approve any request within 30 days, it is deemed unapproved. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we reserve the right to charge an Evaluation Fee equal to our actual costs of inspection and testing.

We maintain written lists of approved items of equipment, fixtures, inventory and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees.

We do not receive any other revenue, rebates, discounts or other material consideration from any other suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 50-60% of your costs to establish your Area Representative Business and Pilot Salon and approximately 30% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. As of the date of this Disclosure Document, we have not created any purchasing arrangements with suppliers.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: <u>AREA REPRESENTATIVE'S OBLIGATIONS</u>

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

Obligation	Section or Article in Area Representative Agreement	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	N/A	8.1	11
b. Pre-Opening Purchase/Leases	9.5	8.3, 10.5, 12.3.1	7, 11
c. Site Development & other Pre-Opening Requirements	N/A	8.2, 8.3, 12.1.1, 12.1.3	11
d. Initial and Ongoing Training	Article 7	Article 7	11
e. Opening	N/A	8.2.3, 8.3	11
f. Fees	5.1, 5.3.4, 9.11, 10.3, 13.3, 14.4, 16.1.4, 16.1.5, 17.1.5	5.1, 5.2.7, Article 6, 12.3.7, 12.6, 15.6, 16.4, 18.1.4, 18.1.5, 18.1.8, 19.1.5	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, 17.1.1, 17.1.4	Article 9, 12.1, 19.1.1	8, 11
h. Trademarks and Proprietary Information	Article 12	9.4, 12.1.8, Article 14, 19.2, 19.3, 19.4	13, 14

Obligation	Section or Article in Area Representative Agreement	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
i. Restrictions on Products/Services Offered	N/A	12.1.1, 12.1.4, 12.6	8
j. Warranty and Customer Service Requirements	N/A	Not Applicable	None
k. Territorial Development and Sales Quotas	Article 8	13.2	12
l. Ongoing Product/Service Purchases		12.1.4, 12.3.5	8
m. Maintenance, Appearance and Remodeling Requirements	N/A	Article 9, 12.1.2, 12.1.5, 12.1.9	None
n. Insurance	Article 13	Article 15	7
o. Advertising	9.6	12.1.9, Article 13	6, 11
p. Indemnification	13.6	15.6, 16.3.6, 21.1	14
q. Owner's Participation, Management, Staffing	9.1	11.1, 11.3, 12.1.6	11, 15
r. Records /Reports	9.9, Article 11	12.2	6
s. Inspections and Audits	9.8, 11.3	9.2, 12.1.7, 12.2.5	6, 11
t. Transfer	Article 14	Article 16	17
u. Renewal	Article 5	Article 5	17
v. Post-Termination Obligations	Article 16	Article 18	17
w. Non-Competition Covenants	17.4	19.5	17
x. Dispute Resolution	Article 18	Article 20	17
y. Guaranty	20.2.7, Attachment 7	11.3, Attachment 9	15

ITEM 10: <u>FINANCING</u>

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

ITEM 11: <u>FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING</u>

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

1. **<u>Pre-Opening Obligations</u>**

Before you open your Area Representative Business, we will:

a. designate the boundaries of the specific area for your Area Representative Business. When you sign the Area Representative Agreement, we will specify the boundaries of your territory (Area Representative Agreement, Article 3 and Attachment 3).

b. loan to you the Island Fin Poke Co. Operations Manual and other manuals and training aids we designate for use in the operation of your Area Representative Business, as they may be revised from time to time (Area Representative Agreement, Section 6.2).

c. furnish to you franchise sales materials and forms, including the current form of Franchise Disclosure Document, provided that you are responsible for the cost of duplicating franchise sales materials and forms (Area Representative Agreement, Section 6.3).

d. provide you with initial training at our headquarters or affiliated outlet in Lake Nona, Florida. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Area Representative Agreement, Sections 6.4, 7.1, 7.2).

2. **Time to Open**

We estimate the typical length of time between the signing of the Area Representative Agreement and the opening of your Pilot Restaurant is 300 days. Factors that may affect this time period include your ability to acquire a site, financing, zoning or other permits; compliance with local ordinances and restrictions; weather conditions and shortages for construction; delivery and installation of fixtures, signs and equipment, and completion of required training. You may commence franchise sales within one (1) week after you successfully complete our Area Representative Training Program.

3. **Obligations After Opening**

During the operation of your Area Representative Business, we will:

a. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training for up to four days each year at a location we designate. For all additional training programs, we will provide instructors and training materials free of charge. You must pay your transportation, lodging, meals and other expenses to attend any mandatory training program. (Area Representative Agreement, Section 7.3).

b. schedule, in our discretion, a national business meeting or convention for up to three days per year at a location we designate. If we schedule a national business meeting or convention, you must attend. For any national business meeting or convention, we will provide speakers and materials free of charge. You must pay your transportation, lodging, meals and other expenses to attend any national business meeting or convention. (Area Representative Agreement, Section 7.3).

c. Approve or reject, in our sole discretion, each prospective franchisee within ten days after Franchisor receives from Area Representative a completed franchisee application and other information, as we may reasonably request (Area Representative Agreement, Section 6.6).

d. Determine, in our sole discretion, whether to grant an Island Fin Poke franchise and execute a Franchise Agreement to any prospective franchisee (Area Representative Agreement, Section 6.7).

e. Review with you the Development Schedule annually or at any other time, in our discretion. If you are not in compliance with the Development Schedule, you must present a remediation plan, for our approval, within 30 days following the review (Area Representative Agreement, Section 8.4).

f. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within ten business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within ten business days, the proposed material and/or campaign is deemed “disapproved”. (Area Representative Agreement, Section 9.6).

h. pay you a commission in the following amounts:

(i) 50% of the total initial franchise fee paid to us by a franchisee in the territory less any fees (e.g. broker fees) incurred by us;

(ii) 40% of the total continuing royalty fee paid to us by a qualifying franchisee in the territory; and

(iii) 30% of the transfer paid to us by a qualifying franchisee in the territory.

Payment of the Commission is conditioned upon (i) the franchisee executing the Franchise Agreement with us, upon which the Commission is based, during the Term of the Area Representative Agreement, (ii) our actual receipt of the initial franchise fee, royalty fee, and/or transfer fee, (iii) your having complied with all of obligations under the Area Representative Agreement with respect to the qualifying franchisee and under all other agreements with us; and (iv) your having complied with the your development obligations under the Area Representative Agreement. (Area Representative Agreement, Sections 6.5, 10.1 and 10.2).

4. **Advertising**

Local Advertising (Area Representative Agreement, Section 9.6; Franchise Agreement, Sections 13.2 and 13.6)

We require you to spend at least $3,000 monthly on franchise sales advertising in the territory, until your Development Schedule is satisfied. Under the Franchise Agreement, we require you to spend at least $7,500 in opening advertising and promotional activities prior to and within the first 30 days following the opening of your Pilot Restaurant in your territory. This amount must be paid to our designated marketing services vendor when you sign the lease for your Pilot Restaurant premises. After this 30-day period, you are required to spend at least 1.5% of monthly Gross Revenue on advertising for the Pilot Restaurant in your territory. Local Advertising may include promotion and marketing through social media platforms, with our prior approval. Local Advertising expenditures also include contributions to a marketing fund operated by your landlord. We must approve all advertising materials.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within ten business days; however, if we do not respond within ten business days, the proposed advertising or marketing material is deemed "disapproved".

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. If feasible, you may do cooperative advertising with other Island Fin Poke franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Twitter, Instagram, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

System-wide Brand Fund (Franchise Agreement, Section 13.3)

Under the Franchise Agreement, you are required to contribute to the Brand Fund up to 1.5% of monthly Gross Revenue generated by your Pilot Restaurant. Your Brand Fund contribution is collected at the same time and in the same manner as your Royalty. Each Island Fin Poke outlet operated by our affiliate or us may contribute to the Brand Fund, in our discretion, but has no obligation to do so.

The Brand Fund is administered by us. We may use Brand Fund contributions to pay any and all costs for the development, production and placement of advertising, marketing, promotional and public relations materials and programs. We may also use Brand Fund contributions to pay any and all costs of marketing seminars and training programs, market research, services of advertising and/or public relations agencies, and website development and maintenance. We may further use Brand Fund contributions to pay our costs (including salaries of our personnel and other administrative costs) for advertising that is administered by us or prepared by us, as well as for administration and direction of the Brand Fund.

The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.

The Brand Fund collects and expends the Brand Fund contributions for the benefit of the System as a whole. We reserve the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the territory where your Area Representative Business or Pilot Restaurant is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.

An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry-forward any surplus or deficit to the next fiscal year.

No Brand Fund contributions were required, made or expended in our most recently concluded fiscal year. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, the Franchise Agreement for your Pilot Restaurant allows us establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Island Fin Poke outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each Island Fin Poke outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts equal to your share of the total cost of cooperative advertising. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will be credited against your required expenditures for local advertising and we may require you to contribute up to one-half of your local advertising requirement to a regional advertising fund or cooperative.

Advertising Council (Franchise Agreement, Section 9.5)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and outlet profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems** (Franchise Agreement, Section 12.3)

You are required to have a general purpose computer for use in your Area Representative Business. The estimated cost of this computer system with printer is $500 to $1,500.

For your Pilot Restaurant, you must purchase and use the point-of-sale system ("POS System") we specify, and have the latest versions of hardware, software and computer platforms to operate the POS System. The current POS System requirement is a POS System developed by Toast, Inc. The POS System performs a variety of functions, including order management, inventory management, employee scheduling, gift card and loyalty program management, payment processing, bookkeeping, and sales report generation.

You are required to use all software and applications that we specify and pay any subscription, access or use fees associated with them. You are required to use Quickbooks Online for bookkeeping.

The current cost of the required hardware, software and applications for the POS System and Quickbooks Online is $1,500 - $3,000, which includes 1 smart tablet, 1 cash drawer, 1 card reader, and 1 receipt printer. Software and applications access fees are approximately $200 monthly, subject to increase.

We may in the future establish or modify the sales reporting systems as we deem appropriate for the accurate and expeditious reporting of Gross Revenue, and you must fully cooperate in implementing any such system at your expense.

The Toast POS System and Quickbooks Online allow us to independently and remotely access all of your sales data, including your Gross Revenue, through the Internet. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer data stored in your customer management account.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems or programs. We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the POS System or any replacements thereto. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your hardware, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict.

6. **<u>Table of Contents of Operations Manual</u>**

The Table of Contents of our Island Fin Poke Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit F. The Operations Manual has a total of 129 pages. You will use the Operations Manual as a tool to support and train franchisees.

7. **<u>Training</u>** (Area Representative Agreement, Article 7; Franchise Agreement, Article 7)

You (if Area Representative is an individual) or at least one of your owners (if Area Representative is a business entity) must complete our Area Representative Training Program, to our satisfaction, at least one week before opening your Area Representative Business. We will train you at our headquarters or affiliated outlet in Lake Nona, Florida.

AREA REPRESENTATIVE TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Franchise Sales Process, the FDD, Compliance, Ways to Generate and Manage Leads, and Local Franchisee Support	6	0	Lake Nona, Florida
TOTAL HOURS	6	0	

As part of your Initial Area Representative Training, you must all complete our Initial Training Program for franchisees, to our satisfaction, as follows:

FRANCHISEE TRAINING

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to Island Fin Poke Company	2	0	Lake Nona, Florida
Understanding Island Fin Poke Company & its Services	2	23	Lake Nona, Florida
Permits and Coding Compliance	2	0	Lake Nona, Florida
Billing and Collections Procedures	2	0	Lake Nona, Florida
Advertising	4	0	Lake Nona, Florida
Regulatory Compliance	2	0	Lake Nona, Florida
Bookkeeping	1	0	Lake Nona, Florida
Do’s and Don’ts	2	0	Lake Nona, Florida

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Totals	**17**	**23**	

We periodically conduct our Initial Training Program throughout the year, as needed. Training is currently provided by Mark Setterington. Mark Setterington is our found and chief executive officer. Mark established the Island Fin Poke concept in March 2017 and oversees all aspects of the Island Fin Poke brand operations, including product development, service methods and techniques, sales, marketing, brand development, technology and process management.

Our training materials consist of our Operations Manual.

The cost of our instructors and training materials for up to three individuals is included in the Initial Area Representative Fee. You must pay for all travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel. Our current fee to provide initial training to any additional trainee is $250 per person, per day.

If you do not complete our Initial Management Training Program to our satisfaction, we have the right to terminate the Area Representative Agreement.

We will provide you with on-site training, supervision and assistance for up to seven days upon the opening of your Pilot Restaurant.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs that we offer for up to four days per year at a location we designate. We may also require you to attend a national business meeting or annual convention for up to three days per year, at a location we designate. We have the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: <u>TERRITORY</u>

Under the Area Representative Agreement, we will designate to you a territory, which has limited protection, except as set forth below (the "Territory"). You will have the right to establish the Pilot Restaurant and to solicit, train, service and supervise franchisees within the Territory. Your Territory is located in all or a portion of a listed city, county, state or metropolitan area and is identified by a group of contiguous zip codes or marked map. In determining the size of the Territory, we consider your capacity to recruit and provide services in the Territory and the number of Island Fin Poke restaurants we believe the Territory can support, which will be a minimum of 10, but no more than 100 outlets. The Territory will have a minimum population of 10 million and a maximum population of 25 million. We will determine the Territory, Initial Area Representative Fee, and the Development Schedule in the Area Representative Agreement before you sign it.

Your Territory will be defined in your Area Representative Agreement on Attachment 3. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

During the term of your Area Representative Agreement, and provided that you are not in default of your Area Representative Agreement, we will not grant area representative rights to anyone other than to you in the Territory and will not grant franchises to anyone other than to you or to anyone solicited by you in the in your Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell our products and services under the Marks in your Territory through alternative distribution channels, as discussed below. You must comply with your development schedule; otherwise, you will be in default of your Area Representative Agreement. Your Territory remains the same even if the population and/or household incomes change during the term of your Area Representative Agreement.

You may not change the location of your Pilot Restaurant, without our written consent, which we may withhold in our sole discretion. If we give our consent, we will charge you a relocation fee equal to $2,500. The conditions under which we may allow you to relocate include the following: loss of your premises not due to your default, demographics of the surrounding area, proximity to other Island Fin Poke outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking, and overall suitability. If you wish to relocate, you must identify a new location for the Franchised Business that meets our approval, in accordance with our then-current site selection procedures, and build out the approved location within 120 days. If you do not identify a site and complete the build-out within this time period, we may terminate the Franchise Agreement. You must continue to operate at your original premises until construction of the new site is complete.

We may, but have no obligation to, consider granting to you the right to establish additional Area Representative Businesses under other area representative agreements if you are in compliance with the Area Representative Agreement and propose to open another Area Representative Business in an area we approve. The Area Representative Agreement grants you no options, rights of first refusal or similar rights to acquire additional Area Representative Businesses in contiguous territories.

We reserve all rights not expressly granted in the Area Representative Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate Island Fin Poke outlets outside of the Territory and may operate other kinds of businesses within the Territory. We may also own and operate, directly or through an affiliate, one or more Island Fin Poke outlets in the Territory, provided that you will receive (a) 50% of the then-current initial franchise fee payable by a new franchisee and (b) satisfaction of one unit on your Development Schedule, for each Island Fin Poke outlet that we or our affiliate opens and operates in the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Pilot Restaurant.

We and our affiliates may sell products and services under the Mark within or outside the Territory through any method of distribution other than a dedicated Island Fin Poke outlet location, such as distribution through retail outlets, including but not limited to, grocery stores; in captive market locations, such as airports, stadiums, institutional/professional campuses and conferences; and the Internet ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory. You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, we will include a listing on our website of your Pilot Restaurant location and customers may place on-line orders at your location for pick-up or delivery.

You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

ITEM 13: <u>TRADEMARKS</u>

Our affiliate Island Fin Poke Company is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of an Island Fin Poke outlet in accordance with the system. The Area Representative Agreement will license to you the right to operate your Area Representative Business under the Island Fin Poke service marks with design, as described below ("Principal Mark"):

Mark	Registration Number	Registration Date	Register
	5,477,218	May 22, 2018	Principal

Our affiliate has filed all required affidavits. No registrations have been required to be renewed as of the date of this disclosure document; however, our affiliate has filed with the United States Patent and Trademark Office all required maintenance for the above Mark.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Mark or other Mark. Our affiliate and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Area Representative Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Mark or other Mark. Our affiliate and we have the right to control any administrative proceedings or litigation involving the Principal Mark or other Mark licensed by us to you. You must cooperate fully with our affiliate and us in defending and/or settling the litigation.

We have the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Mark, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest our affiliate's right, or our right, to the Principal Mark or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Mark or other Marks.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Mark.

ITEM 14: <u>PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION</u>

We hold no patents and have no pending patent applications that are material to the Area Representative Business. We have registered no copyright with the United States Copyright Office.

However, we claim copyrights on certain forms, advertisements, promotional materials, photographs and other written materials. We also claim copyrights and other proprietary rights in our Manual and website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Area Representative Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Area Representative Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, formulas, recipes, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Area Representative Business and Pilot Restaurant; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the “Confidential Information”). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never (during the Initial Term, any Renewal Term, or after the Area Representative Agreement expires or is terminated) reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Area Representative Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

We reserve the right to modify or discontinue using the subject matter covered by a patent or copyright. In such event, we may require you, at your expense, to modify or discontinue using the subject matter in the operation of your Area Representative Business.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are required to personally supervise your Area Representative Business. Your Pilot Restaurant must be directly supervised by a general manager. You must devote full time to the job and cannot have an interest or business relationship with any of our competitors. You must successfully complete our Area Representative Training Program.

Your personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Area Representative Agreement as Attachment 8. If your Area Representative Business is owned by an entity, all owners of the entity must personally sign the Area Representative Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Area Representative Agreement as Attachment 7.

ITEM 16: <u>RESTRICTION ON WHAT FRANCHISEE MAY SELL</u>

You must solicit prospective franchisees and provide certain training and support services to franchisees in your Territory in compliance with the Area Representative Agreement and the Manual.

You may solicit prospective franchisees only within the Territory. You must investigate the qualifications of each prospective franchisee in accordance with our then-current standards, policies, and procedures for qualifying prospective franchisees. You may not make any promises, representations or commitments in connection with the sale of franchises other than as furnished or previously authorized in writing by us. You may only use disclosure documents that we approve and that have been properly registered in jurisdictions where registration is required.

Under the Franchise Agreement for your Pilot Restaurant, you must offer and sell all products and services that are part of the System, and all services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved.

You may not use our Marks for any other business, and you may not conduct any other business from your Pilot Restaurant location. You cannot engage in any other business that competes with your Area Representative Business, Pilot Restaurant, with us or our affiliates, or with Island Fin Poke outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

ITEM 17: <u>RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION</u>

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Area Representative Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is ten years
b.	Renewal or extension of the Term	Sections 5.1	If you are in good standing as defined below, you can renew for one additional ten (10) year term

	Provision	Section in Area Representative Agreement	Summary
c.	Requirements for franchisee to renew or extend	Sections 5.1, 5.2 and 5.3	Be in full compliance, have no more than three (3) events of default during current term, provide written notice to us at least six (6) months before the end of the term, execute a new area representative agreement, pay us a renewal fee equal to a renewal fee equal to $1,000 per franchise agreement in effect in the Territory on the last day of the Term and each franchise agreement which becomes effective within sixty (60) days following the end of the initial Term, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training. You may be asked to sign a new Area Representative Agreement with materially different terms and conditions than your original Area Representative Agreement.
d.	Termination by franchisee	None	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Sections 14.7 and 14.9	The Area Representative Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law or unless your heirs are approved as replacement franchisees or transfer the Franchise within 180 days. We or the purchaser of the Island Fin Poke franchise system may, at any time, elect to purchase your ongoing Commissions and terminate the Area Representative Agreement for an amount equal to five (5) times your Commissions from the last twelve (12) months.
f.	Termination by franchisor with cause	Article 15	We may terminate only if you default. The Area Representative Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 15.3	If you are not in compliance with the development schedule, you have 30 days to present us an acceptable remediation plan. You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Area Representative Agreement and described in h. immediately below).

	Provision	Section in Area Representative Agreement	Summary
h.	"Cause" defined - non-curable defaults	Sections 15.1 and 15.2	The Area Representative Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Area Representative Agreement upon notice to you if you: knowingly maintain false books and records or falsify any report to us; fail to comply with applicable laws; attempt a transfer in violation of the Area Representative Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Area Representative Business; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three (3) or more times during the term or receive two (2) or more default notices in any 12-month period; default under any other agreement with us or our affiliate or any suppliers or landlord; performs, or fails to perform, obligations in such a manner that creates excessive and substantiated complaints; or terminate the Area Representative Agreement without cause.

	Provision	Section in Area Representative Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 16	Upon termination, you must: cease operations; cease to identify yourself as an Island Fin Poke area representative; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Area Representative Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual, all copies of the Disclosure Document(s) and all records and files related to your Area Representative Business; deliver to us all past and present sales leads and all records and documents related to franchisees in the territory; comply with the non-disclosure and non-competition covenants.
j.	Assignment of contract by franchisor	Section 14.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 14.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Area Representative Agreement, Area Representative Business, any assets of the Area Representative Business, or in the Area Representative (if the Area Representative is a business entity).
l.	Franchisor approval of transfer by franchisee	Sections 14.2 and 14.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 14.3 and 14.4	Conditions include: transferee meets our then-current standards for qualifying area representatives; transferee signs our then-current form of Area Representative Agreement and Franchise Agreement for the Pilot Restaurant, which may have materially different terms from your Area Representative Agreement and Franchise Agreement; transferee and its principal successfully complete our Area Representative Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Attachment 4 to the Area Representative Agreement; you shall subordinate any claims you have against the transferee to us; you will indemnify us for a period of 3 years following the transfer; our approval of the material terms and conditions of the transfer; landlord's consent of a lease assignment for the Pilot Restaurant, if applicable; payment of a transfer fee equal to $1,000 per franchise agreement in effect in the Territory or $25,000, whichever is greater.

	Provision	Section in Area Representative Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.6	You must promptly notify us of any written offer to purchase your Area Representative Business. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 14.9	We or the purchaser of the Island Fin Poke franchise system may, at any time, elect to purchase your ongoing Commissions and terminate the Area Representative Agreement for an amount equal to five (5) times your Commissions from the last twelve (12) months.
p.	Death or disability of franchisee	Section 14.7	The Area Representative Agreement automatically terminates unless prohibited by law, or any heir or successor otherwise meets our requirements of a transferee or transfers the Franchise within 180 days.
q.	Non-competition covenants during the term of the franchise	Section 17.4.1	You may not: divert, or attempt to divert, customers of any Island Fin Poke outlet or area representative business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business, do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.4.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Island Fin Poke outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 10 miles of your former Territory or any other Island Fin Poke restaurant location, do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees or area representatives.
s.	Modification of the agreement	Sections 12.6, 17.1.4 and 20.5	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.

	Provision	Section in Area Representative Agreement	Summary
t.	Integration/merger clause	Section 20.5	Only the terms of the Area Representative Agreement and other related written agreements are binding (subject to applicable state law.) Nothing in the Area Representative Agreement or other related agreements, however, is intended to disclaim the representations made to you in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 18.1 and 18.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 18.3	Litigation takes place in Orange County, Florida, subject to applicable state law.
w.	Choice of law	Section 18.3	Florida law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Area Representative Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about an area representative's future financial performance or the past financial performance of company-owned or franchised area representative businesses. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark Setterington, 276 Saxony Court, Winter Springs, Florida, 32708, or 702-755-1258, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Area Representative Business Summary
For Years 2018 to 2020

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	1	+1
Company – Owned*	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	**2018**	**0**	**0**	**0**
	2019	**0**	**0**	**0**
	2020	**0**	**1**	**+1**

Table No. 2

Transfers of Area Representative Businesses From Area Representatives to New Owners
(Other than the Franchisor)
For Years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2018	0
	2019	0
	2020	0
Total	**2018**	**0**
	2019	**0**
	2020	**0**

Table No. 3

Status of Area Representative Businesses
For Years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Florida	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Total	**2018**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 4

Status of Company Owned Area Representative Businesses
For Years 2018 to 2020

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisees	Col. 8 Outlets at End of the Year
None	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Total	**2018**	**0**	**0**	**0**	**0**	**0**	**0**
	2019	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5
Projected Openings as of December 31, 2020

Column 1 State	Column 2 Area Representative Agreements Signed But Business Not Opened	Column 3 Projected New Area Representative Businesses in the Next Fiscal Year	Column 4 Projected New Company Owned Area Representative Businesses in the Current Fiscal Year
California	0	1	0
Illinois	0	1	0
New York	0	1	0
Texas	0	1	0

Total	0	4	0

Exhibit F lists the location of each Island Fin Poke area representative business in our System and each area representative during our last fiscal year who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the area representative agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this area representative business, your contact information may be disclosed to other buyers when you leave the franchise system.

No area representative has signed confidentiality clauses during the last three years.

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

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for fiscal years ending December 31, 2020, December 31, 2019 and December 31, 2018 are included in Exhibit D.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the area representative offering are included in Exhibit B. These include our Area Representative Agreement and all attachments to it. The Franchise Agreement and all attachments to it are included in Exhibit C.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit G. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Mark Setterington, 276 Saxony Court, Winter Springs, Florida, 32708.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	Office of the New York State Attorney General Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8211 Phone (212) 416-6042 Fax	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

AREA REPRESENTATIVE AGREEMENT

ISLAND FIN POKE FRANCHISING LLC
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ATTACHMENTS

AREA REPRESENTATIVE AGREEMENT

THIS AREA REPRESENTIVE AGREEMENT (this "Agreement") is being entered into this day of ____, (the "Effective Date") by and between Island Fin Poke Franchising LLC, a Florida limited liability company, with its principal address at 276 Saxony Court, Winter Springs, Florida, 32708 (herein "Franchisor") and ________ ________________________________, a(n) ________________________________, with its principal place of business located at ____________________________________ and ________ ____________'s principal(s) __________________, an individual residing at ________________ _________________________ and __________________________, an individual residing at ___ ____ ("Principal(s)"). _______________________ ______ and Principal(s) shall be collectively referred to in this Agreement as the "Area Representative".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established unique fast-casual Hawaiian style poke bowl restaurant businesses under the Island Fin Poke Company trademarks, and using Franchisor's confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the Island Fin Poke Company service mark, as set forth in Attachment 2, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

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

Area Representative understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the businesses franchised hereunder in conformity with Franchisor's standards and specifications.

Area Representative understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards and thereby to protect and preserve the goodwill of the Marks and other intellectual property licensed to Area Representative in this Agreement or which may be added to the System from time to time.

Area Representative understands and accepts that, pursuant to this Agreement, Area Representative is obligated to provide certain development services for Franchisor in the Territory (as hereinafter defined), including, but not limited to, identification of new potential third party franchisees, franchise sales assistance, assistance in the nature of consultation, advice and guidance regarding location selection and lease negotiations, assistance with training new franchisees, assistance with overseeing compliance with Franchisor's requirements.

It is the desire of Area Representative to become an area representative for Franchisor in the Territory upon the Effective Date of this Agreement for the right to (i) solicit sales and perform certain services on behalf of Franchisor and (ii) receive a portion of the initial franchise fees (the "Initial Franchise Fee(s)") and continuing royalty fees ("Royalty Fee(s))" received from each franchisee in the Territory, as more particularly set forth herein.

Franchisor is willing to sell and grant to Area Representative the rights of an area representative, under the terms and conditions set forth herein for the Territory.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF RIGHTS AND CONSIDERATION.

2.1 Area Representative Business. Franchisor hereby grants to Area Representative and Area Representative accepts, upon the terms and conditions herein contained, the license to (i) open and operate one or more Island Fin Poke Company restaurants (the "Restaurant" or "Restaurants") in the Territory, (ii) solicit, screen and offer for Franchisor's approval, prospective third-party franchisees to open and operate Restaurants in the Territory, and (iii) provide certain support services, as set forth in Section 9.7 hereof, to Island Fin Poke franchisees in the Territory (the "Area Representative Business").

2.2 Consideration Payable by Area Representative. In consideration of Franchisor's execution of this Agreement and the grant of the right to operate the Area Representative Business to Area Representative, Area Representative shall pay Franchisor _________________ Dollars ($____________) ("Initial Area Representative Fee"). The Initial Area Representative Fee **does not** include the initial franchise fee for the Island Fin Poke franchise, which Area Representative is required to open, as further described in Section 8.2 hereof. **The Initial Area Representative Fee is fully earned at the time this Area Representative Agreement is signed and is not refundable under any circumstances.**

***3.* TERRITORY**

3.1 Territory. This Agreement grants Area Representative the rights set forth in Section 2 hereof within an exclusive territory that is designated by the description and/or mapped boundaries set forth in Attachment 3 attached hereto and incorporated herein

(“Territory”). Subject to Franchisor’s reservation of rights set forth in Sections 3.2 and 3.3 below, Franchisor agrees that Franchisor will not grant area representative rights to anyone other than Area Representative in the Territory and will not grant franchises to anyone other than Area Representative or anyone solicited by Area Representative in the Territory, so long as Area Representative is not in default under this Agreement or this Agreement has not expired or been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Island Fin Poke franchises around, bordering and adjacent to the Territory and at captive market locations within the Territory, such as at universities, corporate campuses, airports, hotels, and malls.

3.2 Reservation of Rights. Notwithstanding the provisions of Section 3.1 above, Area Representative understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other products or services not offered under the Marks, (ii) other food and beverage concepts under the Marks or other trademarks, and (iii) products or services through any channel in the Territory other than a dedicated Island Fin Poke Restaurant, such as distribution through retail outlets, including but not limited to, grocery stores; co-branding within other food outlets, and the Internet (“Alternate Distribution Channels”). Alternate Distribution Channels specifically include captive market locations within the Territory, such as outlets (including franchisee-operated outlets) at universities, airports, hotels, and malls. Area Representative will receive no compensation for Franchisor’s sales through Alternate Distribution Channels made within the Territory. Area Representative agrees that such implementation of Franchisor’s rights pursuant to this Section 3.2 is deemed not to impair or injure Area Representative’s rights pursuant to Section 2 hereof.

3.3 Franchisor-Owned Outlets. Franchisor reserves the right to own and operate, directly by Franchisor or through an affiliate of Franchisor, one (1) or more Restaurants in the Territory, provided however, Area Representative shall receive (a) Commission, subject to the provisions of Article 10 hereof, in an amount equal to fifty percent (50%) of the then-current initial franchise fee payable by a new franchisee and (b) satisfaction of one (1) unit on the Development Schedule, for each Restaurant so owned and operated by Franchisor or Franchisor’s affiliate.

4. TERM. Unless terminated earlier in accordance with the terms set forth herein, this Agreement and the rights to operate the Area Representative Business granted hereunder shall commence upon the date hereof and terminate on the date that is ten (10) years following the Effective Date (the “Term”).

5. RENEWAL.

5.1 Right To Renew. Subject to the terms and conditions of this Agreement, Area Representative shall have the right, but not the obligation, following the expiration of the Term hereof, to enter into a new Area Representative Agreement and other agreements and legal instruments and documents then customarily employed by Franchisor and in the form then generally being offered to prospective Area Representatives in the state in which the Territory is located (the "Renewal Area Representative Agreement") for one (1) additional term equal to ten (10) years. The term of such Renewal Area Representative Agreement shall commence upon the date of expiration of the Term hereof. Area Representative shall be charged a renewal fee equal to One Thousand Dollars ($1,000.00) for each Island Fin Poke Co. franchise agreement in effect on the last day of the initial Term and for each franchise agreement which becomes effective within sixty (60) days following the expiration of the initial Term. In the event Area Representative is not in full compliance with Section 5.3 below at the time Area Representative notifies Franchisor of Area Representative's desire to renew, it shall be in Franchisor's sole and absolute discretion whether to permit the renewal.

5.2 Form and Manner of Renewal. If Area Representative desires to exercise Area Representative's right to enter into the Renewal Area Representative Agreement (the "Renewal Right"), it shall be done in the following manner:

5.2.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Area Representative shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then-current area representative agreement).

5.2.2 Area Representative must execute and return to Franchisor all required documents, including any and all ancillary documents, within thirty (30) days after receipt by Area Representative of a copy of Franchisor's then current Disclosure Document.

5.2.3 The Renewal Area Representative Agreement shall supersede this Agreement in all respects, and Area Representative understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower Commission and other fees.

5.2.4 Area Representative shall comply with Franchisor's then current qualification and training requirements.

5.2.5 If Area Representative fails to perform any of the acts, or deliver any of the notices required pursuant to this Paragraph 5 in a timely fashion, such failure shall be deemed an election by Area Representative not to exercise Area Representative's right and option to enter into the Renewal Franchise Agreement, and such failure shall cause Area Representative's right and option to automatically lapse and expire, without further notice by Franchisor.

5.2.6 Area Representative acknowledges that the initial Term of this Agreement provides Area Representative more than a sufficient opportunity to recoup Area Representative's initial investment, as well as a reasonable return on such investment.

5.3 Conditions of Renewal. Area Representative's right to enter into the Renewal Area Representative Agreement is conditioned upon Area Representative's compliance with all of the following conditions:

5.3.1 Area Representative shall be in full compliance with this Agreement and have materially performed Area Representative's obligations under this Agreement and shall be in compliance under all other agreements which may be in effect between Area Representative and Franchisor, including but not limited to all monetary obligations.

5.3.2 Area Representative shall not have committed three (3) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.3.3 Area Representative shall execute a general release of all claims Area Representative may have against Island Fin Poke Franchising, LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 4. This release will include all claims arising under any federal, state, or local law, rule, or ordinance and will be in a form satisfactory to Franchisor in Franchisor's sole and absolute discretion.

5.3.4 Area Representative shall pay the required renewal fee and sign the Renewal Area Representative Agreement.

5.4 Notice Required by Law. If applicable law requires Franchisor to give notice to Area Representative prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Island Fin Poke Company franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Area Representative the then current form of Renewal Area Representative Agreement at the time Area Representative advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate renewal term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Renewal Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.5 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to renew this Area Representative Agreement if Franchisor has made the decision to withdraw from Area Representative's Territory.

6. OBLIGATIONS OF FRANCHISOR

In additions to those obligations specifically set forth elsewhere in this Agreement, Franchisor shall:

6.1 Intellectual Property. Permit Area Representative to use the Marks, as they may be amended from time to time, and Franchisor's promotional material;

6.2 Manual. Furnish to Area Representative a copy of Franchisor's Operations Manual and accompanying documents, if any as they may be amended from time to time (the "Manual"). Area Representative agrees not to copy, publish or duplicate the contents of the Manual except as authorized by Franchisor in writing prior to such copying, publishing or duplicating;

6.3 Sales Material. Furnish to Area Representative, free of charge, franchise sales materials and forms, including the current form of Franchise Disclosure Document. Except for the Franchise Disclosure Document and Franchise Agreement, Area Representative is responsible for all costs of duplicating materials and forms;

6.4 Area Representative Training. Provide training to Area Representative in accordance with Article 7 below;

6.5 Payments to Area Representative. Pay fees due to Area Representative in accordance with Article 10 below;

6.6 Prospect Evaluation. Approve or reject, in Franchisor's sole discretion, each prospective franchisee in the Territory within ten (10) business days after Franchisor receives from Area Representative a completed franchisee application and other information, as Franchisor may reasonably request; and

6.7 Franchisee Approval. Determine, in Franchisor's sole discretion, whether to grant an Island Fin Poke franchise and execute a Franchise Agreement to any prospective franchisee. Area Representative acknowledges that the grant of an Island Fin Poke franchise shall be effected only upon the full execution of a Franchise Agreement by and between Franchisor and a prospective franchisee.

7. TRAINING

7.1 Area Representative Training Program. Area Representative (specifically including all Principals) shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's area representative training program ("Area Representative Training Program") prior to soliciting franchise sales or performing any Support Services (as hereinafter defined). The Area Representative Training Program consists of a course conducted at Franchisor's headquarters or affiliate-owned outlet. Franchisor reserves the right to designate an alternate location for the Area Representative Training Program. No charge shall be made for up to two (2) individuals to take the Area Representative Training Program; provided however, Area Representative shall be required to pay all of the expenses of its trainees, including, without limitation, on-line course access and costs of travel, lodging, meals and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Area Representative and/or Principals have satisfactorily completed the Area Representative Training Program. If the Area Representative Training Program is not satisfactorily completed, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Area Representative or Principal(s), determine that the Area Representative Training Program cannot be satisfactorily completed by any such person, Franchisor, in its sole discretion, may terminate this Agreement.

7.3 Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Area Representative shall participate in refresher training for up to four (4) days per year, at a location designated by Franchisor. Franchisor may also require Area Representative to attend a national business meeting or annual convention for up to four (4) days per year, at a location designated by Franchisor. Franchisor reserves the right to impose a reasonable fee for all additional training programs. Area Representative shall be responsible for any and all incidental expenses incurred by Area Representative or Area Representative's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Failure to attend and/or complete mandatory additional training by Area Representative or Area Representative's principal or failure of Area Representative to attend Franchisor's national business meeting or annual convention is a default of this Agreement.

8. MINIMUM DEVELOPMENT OBLIGATIONS

8.1 Development Obligations. Area Representative shall construct, equip, open and operate, directly or through qualified and approved franchisees, not less than the cumulative number of Restaurants in the Territory in the manner and time periods as set forth in Section 8.2 below and the development schedule attached hereto as Attachment 5 ("Development Schedule"). Each Restaurant opened pursuant to this Section 8.1 shall be subject to a separate franchise agreement, in its then-current form, by and between Franchisor and Area Representative or an approved franchisee ("Franchise Agreement"). **Notwithstanding the foregoing, Area Representative hereby waives all obligations by Franchisor to provide any training to Area Representative contained in each Franchise Agreement, other than the Franchise Agreement for the Pilot Restaurant (as defined in Section 8.2 below), by and between Franchisor and Area Representative. Area Representative hereby acknowledges and agrees that the training Area Representative receives pursuant to the Franchise Agreement for the Pilot Restaurant is sufficient to allow Area Representative to construct, equip, open and operate each of Area Representative's Restaurants in the Territory**.

8.2 Pilot Restaurant. In accordance with the Development Schedule, Area Representative acknowledges and agrees that it must initially construct, equip, open and operate one (1) Restaurant within the Territory that successfully passes our operational review (the "Pilot Restaurant"). The Pilot Restaurant shall be subject at all times to a Franchise Agreement executed by Area Representative and Franchisor contemporaneously with the execution of this Agreement. The Pilot Restaurant shall be used by Area Representative as a prototype business and training facility for franchisees in the Territory. Area Representative shall operate the Pilot Restaurant or replacement thereof at all times during the Term and any extension thereof.

8.3 Solicitation of Franchisees. After Area Representative successfully completes the Area Representative Training Program pursuant to Article 7 hereof, Area Representative may solicit, screen, and present to Franchisor for approval prospective franchisees to construct, equip, open and operate Restaurants in the Territory.

8.4 Satisfaction of Development Schedule. Restaurants, including the Pilot Restaurant, which are (i) the subject of a Franchise Agreement executed pursuant to this Agreement, whether by Area Representative or by a franchisee, or (ii) owned and operated by Franchisor or Franchisor's affiliate pursuant to Section 3.3 hereof, shall be counted in determining whether Area Representative is operating in accordance with the Development Schedule provided that such Restaurants are open for business to the public and operating within the Territory. Area Representative shall, at all times, be cognizant of and seek to be in compliance with the Development Schedule by replacing any terminated Franchise Agreements or otherwise vacated Restaurants in the Territory. Franchisor and Area Representative shall undertake a review of the Development Schedule annually and at any other time, in Franchisor's discretion. In the event that Area Representative is not in compliance with the Development Schedule, Area Representative shall present a remediation plan, acceptable to Franchisor, within thirty (30) days following such review.

9. **OBLIGATIONS OF AREA REPRESENTATIVE**. In additions to those obligations specifically set forth elsewhere in this Agreement, Area Representative shall perform the following obligations:

9.1 Best Efforts. Area Representative shall devote best efforts to develop and manage the Territory, including, but not limited to, identifying new potential franchisees, assistance with finding appropriate real estate and assisting with the sale and support of new franchisees in the Territory. In furtherance thereof, Area Representative shall provide prompt, courteous and efficient service to prospective and approved franchisees, vendors and others who provide goods and services to franchisees in the Territory, and shall respond to mail, e-mail and voice messages within one (1) business day, where applicable. Area Representative shall adhere to the highest degree of honesty, integrity and ethical conduct in fulfilling Area Representative's obligations under this Agreement.

9.2 Sourcing Franchisees. Area Representative shall promptly attend to all sales leads and other inquiries from prospective franchisees within the Territory. Area Representative shall investigate the qualifications of each prospective franchisee in accordance with our then-current standards, policies, and procedures for qualifying prospective franchisees. Upon Area Representative's satisfaction that a prospective franchisee meets Franchisor's standards, Area Representative shall promptly submit to Franchisor a franchisee application with all information relating to the prospective franchisee that Franchisor may reasonably request. Franchisor shall approve or disapprove a franchisee application in the time frame set forth in Section 6.7 hereof. In the event of:

(i) Franchisor's approval of a franchise application, Area Representative shall provide the applicable Franchise Disclosure Document to the prospective franchisee at Area Representative's sole cost and expense; or

(ii) Franchisor's rejection of a franchise application, Area Representative shall abandon all franchise sales efforts with such prospective franchisee.

Area Representative acknowledges and agrees that Franchisor, in making its determination whether to (a) approve or disapprove a franchisee application and (b) grant an Island Fin Poke franchise, may, in Franchisor's sole discretion, request of the prospective franchisee any and all further information that Franchisor deems necessary, including but not limited to, a personal interview and background check.

9.3 Sales Statements. Area Representative shall abide by and strictly comply with the terms, rules and requirements set forth in Franchisor's Manual and Franchise Disclosure Document and this Agreement. Area Representative shall not make any promises, representations or commitments in connection with the sale of franchises other than as furnished or previously authorized in writing by Franchisor. Area Representative shall not modify or offer to modify any proposed Franchise Agreement. Area Representative further shall not make any representations to prospective franchisees regarding past or projected financial results, sales, profits, or any other financial representation of any Restaurant and shall direct all prospective franchisees to Item 19 of Franchisor's Disclosure Document in response to financial performance inquiries.

9.4 Compliance with Laws. Area Representative shall comply with all laws, rules and regulations applicable to Area Representative's activities pursuant to this Agreement and shall secure and maintain throughout the Term all required licenses and permits therefor. Area Representative acknowledges that there may be laws applicable to the Territory that govern a franchise relationship, including laws regarding the advertising and sale of franchise offerings, and Area Representative agrees to comply with any such laws.

9.5 Disclosure and Registration Requirements. Within ten (10) days of Franchisor's request, Area Representative shall execute such forms and/or provide Franchisor with all information required or reasonably requested by Franchisor to update Franchisor's Disclosure Document in accordance with federal and state franchise laws. Such information may include, but is not limited to, Area Representative's audited financial statements. Notwithstanding anything to the contrary contained herein, Area Representative shall not solicit any prospective Island Fin Poke franchisees until Franchisor has registered Franchisor's current Disclosure Document, if such registration is required for sales in the Territory. Area Representative acknowledges and accepts that laws applicable to the Territory may require not only that Franchisor register its Disclosure Document, but also that Area Representative prepare, amend, register, and/or file applications, forms, disclosures or its own disclosure document with a government agency or agencies before Area Representative may engage in franchise sales. In such case, Area Representative shall draft or complete the required applications, forms, disclosures or document and shall submit such to Franchisor for Franchisor's approval prior to making the filing or registration. The preparation, drafting and completion of all applications, forms, disclosures and/or documents and the filing and/or registration thereof shall be done directly by Area Representative at Area Representative's sole cost and expense.

9.6 Advertising in the Territory. Area Representative shall spend, throughout the term of this Agreement, at least Three Thousand Dollars ($3,000.00) monthly on marketing activities that target prospective franchisees in the Territory, until the Development Schedule is satisfied. Within ten (10) business days of Franchisor's request, Area Representative shall provide a quarterly expenditure report accurately reflecting such expenditures for the preceding quarterly period. All marketing activities by Area Representative, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Area Representative shall submit to Franchisor for its approval samples of all advertising and promotional plans and materials and public relations programs that Area Representative desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within ten (10) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Area Representative's submission within ten (10) business days, such plans and materials shall be deemed "disapproved". Area Representative shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Area Representative and approved by Franchisor may be used by other System Area Representatives without any compensation to Area Representative.

9.7 Training and Support Services. Area Representative shall provide to approved franchisees in the Territory (i) Franchisor's initial management training program; (ii) ongoing assistance to comply with System requirements, including but not limited to, guidance in connection with site selection, design, construction, equipping and opening of the Restaurants in the Territory; sourcing of equipment, fixtures, furnishings, inventory and supplies; use of required software for purchasing, inventory control, staff management, sales and record-keeping; and advertising and promotion, including grand opening campaigns; (iii) additional training and/or remedial training to non-compliant franchisees in the Territory; and (iv) other assistance and services as Franchisor shall reasonably request and require from time to time (collectively "Support Services").

9.8 Inspections. Area Representative shall conduct inspections of the Restaurants and the operations of all franchisees (including Area Representative's Restaurants) in the Territory, in accordance with Franchisor's standards. Such inspections shall occur at least once every six (6) months. Area Representative shall provide reports of such inspections to Franchisor, in such form and at such times as Franchisor may require.

9.9 Reports of Business Activities. Area Representative shall, in such form and as required by Franchisor from time to time, deliver to Franchisor a written report of Area

Representative's activities conducted pursuant to this Agreement, including information regarding solicitation of prospective franchisees, advertising and marketing in the Territory, status of pending real estate transactions, sourcing of designated suppliers of goods and services, and inspections of Restaurants in the Territory.

9.10 Notification of Claims. Area Representative shall notify Franchisor in writing within three (3) days after Area Representative knows of or has reason to know of any demand, claim, investigation, action, suit, arbitration or other proceeding, or the issuance of any lien, penalty, order, writ, injunction, award or decree that names or is directed against Area Representative or otherwise concerns the operation or financial condition of Area Representative, Area Representative's activities pursuant to this Agreement, or any Island Fin Poke franchisee in the Territory. Any and all media inquiries concerning the Area Representative Business or a Restaurant in the Territory, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee of any Restaurant in the Territory, shall be referred to Franchisor. Neither Area Representative, Area Representative's employees nor anyone on Area Representative's behalf may comment to any broadcast medium, except as directed by Franchisor.

9.11 Reimbursement of Costs. Area Representative shall reimburse Franchisor fifty percent (50%) of all administrative expenses, plus all actual attorneys' fees incurred by Franchisor, for the review, processing or preparation of any documentation in connection with approved franchisees in the Territory, including but not limited to, financing, Transfers and negotiation of the Collateral Assignment of Lease Agreement or other addenda.

10. PAYMENTS TO AREA REPRESENTATIVE

10.1 Commissions and Conditions of Payment. Subject to the conditions contained in this Section 10.1, Area Representative shall be paid a commission equal to a percentage, as set forth in Section 10.2 below, of the initial franchise fee, continuing royalty fee, transfer fee and renewal fee, as those fees are defined in the applicable Franchise Agreement, paid to Franchisor by each Qualifying Franchisee, including Qualifying Franchisees for whom Area Representative is the Principal or owner, for the purchase and operation of an Island Fin Poke franchise in the Territory (the "Commission"). Area Representative's entitlement to the Commission for each Qualifying Franchisee shall be conditioned upon the satisfaction of the following: (i) the franchisee has executed the Franchise Agreement with Franchisor, upon which the Commission is based, during the Term of this Agreement, and (ii) Franchisor has actually received payment of the initial franchise fee, royalty fee, and/or transfer fee, it being understood that payments held in escrow shall not be deemed "actually received" until the escrow agent remits to Franchisor the full amount of the escrowed funds and such funds are received by Franchisor; and (iii) Area Representative has complied with all of its obligations under this Agreement with respect to the qualifying franchisee; and (iv) Area Representative has complied with the Development Schedule. A "Qualifying Franchisee" means a franchisee for whom Area Representative solicited, advanced and/or closed the purchase of a Restaurant and for whom Area Representative provides Support Services during the Term of this Agreement. A Qualifying Franchisee also includes Area Representative or Area Representative's affiliate(s) who own and operate the Pilot Restaurant and other Restaurants in the Territory. Area Representative shall not be entitled to any

Commission with respect to a Restaurant established in the Territory prior to the Effective Date of this Agreement or for which Area Representative performed no sales services or Support Services.

10.2 Commission Payable. The Commission payable to Area Representative shall be in an amount equal to:

(i) fifty percent (50%) of the total initial franchise fee paid to Franchisor, after deduction of any expenses incurred by Franchisor, by a Qualifying Franchisee in the Territory, for sales leads originating with Area Representative or with Franchisor, provided that the Commission payable for the Pilot Restaurant shall be deducted from the initial franchise fee and satisfied when Area Representative signs the franchise agreement for the Pilot Restaurant and pays the initial franchise fee;

(ii) forty percent (40%) of the total continuing royalty fee paid to Franchisor by a Qualifying Franchisee in the Territory; and

(iii) thirty percent (30%) of the transfer fee paid to Franchisor by a Qualifying Franchisee in the Territory.

Commissions shall be payable to Area Representative within thirty (30) days of the last day of the calendar month in which any initial franchise fee, continuing royalty fee, or transfer fee is received by Franchisor.

Area Representative shall receive no Commission for (i) existing Restaurants acquired by Franchisor or an affiliate of Franchisor and (ii) renewals of franchise agreements by franchisees in the Territory. All renewal fees paid by franchisees in the Territory shall wholly belong to Franchisor.

10.3 Payments Upon Termination. All Commission under this Section 10 shall immediately and permanently cease after the expiration or termination of this Agreement. Notwithstanding the foregoing, Area Representative shall be entitled to all Commission which have properly accrued to Area Representative prior to the effective date of expiration or termination, subject to Section 10.6 hereof.

10.4 Application of Payments Received. In the event of termination of a Franchise Agreement for a Restaurant, for which Area Representative receives Commission, under circumstances which entitles the franchisee to a return of all or part of the initial franchise fee or royalty fees paid (or in the event that Franchisor is legally obligated or decides, in Franchisor's sole discretion, to return all or part of the initial franchise fee or royalty fees paid), Franchisor may deduct Area Representative's proportionate share of returned amounts from future Commission payable to Area Representative. Franchisor shall apply any payments received from a franchisee first to any past due indebtedness of that franchisee, including interest, late charges, past due continuing royalty fees or brand development fund contributions or other indebtedness. To the extent that such payments are applied to a franchisee's overdue continuing royalty fee, Area Representative shall be entitled to Area Representative's proportionate share of such payment, less the proportionate share of the actual collection costs and expenses.

10.5 No Set-Off. Area Representative shall not set off any amounts that Area Representative owes to Franchisor, whether under this Agreement or under any Franchise Agreement by and between Area Representative and Franchisor, by any Commission payable to Area Representative. Franchisor may apply Commission payable to Area Representative to any overdue obligation, including, but not limited to, any Royalty, Brand Fund Contributions, late charges, and interest, of Area Representative or to damages owed pursuant to this Agreement or any Franchise Agreement by and between and Area Representative and Franchisor.

11. BOOKKEEPING AND RECORDS

11.1 Records Maintenance. Area Representative shall keep and maintain, during the Term of this Agreement, and for three (3) years following its expiration or earlier termination, complete and accurate books and records of the Area Representative Business transactions and operations using the accounting procedures specified by Franchisor.

11.2 Financial Reports. Within thirty (30) days of Franchisor's request and, in any event, within ninety (90) days after the close of each fiscal year, Area Representative will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Area Representative Business during said period, together with a balance sheet for the Area Representative Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Area Representative's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct. The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

11.3 Audit. Franchisor shall have the right at all reasonable times, upon reasonable notice to Area Representative, to examine all books, records, and tax returns of the Area Representative Business, including but not limited to, correspondence with prospective and approved franchisees, purchase orders, invoices and bank deposits and statements. Area Representative shall cooperate fully with Franchisor in the exercise of Franchisor's rights pursuant to this Section 11.3 and shall provide Franchisor with the location of all books, records, tax returns and other documents of the Area Representative Business, and instructions and passwords to access computer-stored records.

11.4 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Area Representative shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Area Representative with any state or federal taxing authority.

12. INTELLECTUAL PROPERTY

12.1 Ownership.

12.1.1 Area Representative expressly understands and acknowledges that Island Fin Poke Company ("Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to Area Representatives of the System for use pursuant to the System. Area Representative further expressly understands and acknowledges that Franchisor claims copyrights on certain written material used in the System, including but not limited to, forms, advertisements, promotional materials and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights are hereafter together referred to as the "Intellectual Property".

12.1.2 As between Franchisor and Area Representative, Franchisor and Licensor are the owners of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

12.2 No Interference. Area Representative shall not take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Area Representative any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of the Area Representative Business.

12.3 Goodwill. Area Representative understands and agrees that any and all goodwill arising from Area Representative's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Area Representative's use of the Intellectual Property.

12.4 Validity. Area Representative shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

12.5 Infringement. Area Representative acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Area Representative shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

12.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System if the current Marks no longer can be used by Franchisor, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. In such event, Franchisor may require Area Representative, at Area Representative's expense, to discontinue or modify Area Representative's use of any of the Marks or to use one or more additional or substitute Marks. Franchisor will not be liable to Area Representative for any expenses, losses or damages sustained by Area Representative as a result of any additions, modifications, substitutions or discontinuation of the Marks, and Area Representative covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

12.7 Area Representative's Use of the Intellectual Property. With respect to Area Representative's use of the Intellectual Property pursuant to this Agreement, Area Representative further agrees that:

12.7.1 Area Representative shall not use the Marks as part of its corporate or other legal name and shall obtain the Franchisor's approval of its corporate or other legal name prior to filing it with the applicable state authority. Area Representative shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to maintain their continued validity and enforceability. All fictitious names used by Area Representative shall bear the designation "an Area Representative of Island Fin Poke Franchising LLC".

12.7.2 Area Representative shall identify itself as an independent Island Fin Poke Franchising LLC, Area Representative in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice on any vehicle used in the operation of the Area Representative Business as Franchisor may designate in writing.

12.7.3 Area Representative shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

12.8 Claims. Area Representative shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Area Representative's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Area Representative shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Area Representative's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Area Representative agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify Area Representative against and reimburse Area Representative for actual damages (including settlement amounts) for which Area Representative is held liable in any proceeding arising out of Area Representative's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Area Representative with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

12.9 Area Representative shall not register or attempt to register the Intellectual Property in Area Representative's name or that of any other person, firm, entity or corporation.

13. INSURANCE AND INDEMNIFICATION

13.1 Procurement. Area Representative shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Area Representative's sole cost and expense and to Franchisor's sole satisfaction, insurance policies rated A or better with A.M. Best Company, protecting Area Representative and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, for the minimum types, coverage and limits that Franchisor shall prescribe from time to time.

13.2 Certificates. Within ten (10) days business days of the Effective Date of this Agreement and on each policy renewal date thereafter, Area Representative shall submit to Franchisor original or duplicate copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days prior written notice to Franchisor.

13.3 Failure to Procure. If, for any reason, Area Representative should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all area representatives by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Area Representative for the cost plus ten percent (10%) thereof for Franchisor's expenses in so acting, including all attorneys' fees. Area Representative shall pay Franchisor immediately upon notice by Franchisor to Area Representative that Franchisor has undertaken such action and the cost thereof.

13.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

13.5 Additional Insured. All required insurance policies shall name Franchisor, and their Franchisor's affiliates and their members, officers, agents and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Area Representative or Area Representative's servants, agents or employees and that such entitlement shall not be affected by any breach by Area Representative of any policy provisions.

13.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, AREA REPRESENTATIVE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS ISLAND FIN POKE FRANCHISING LLC, ISLAND FIN POKE COMPANY, AND ANY OF EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE "ISLAND FIN INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE AREA REPRESENTATIVE BUSINESS, USE OF THE INTELLECTUAL PROPERTY INCONSISTENT WITH THIS AGREEMENT, ADVERTISING, SOLICITATION OF FRANCHISEES, OR TRAINING OR SUPPORT SERVICES PROVIDED BY AREA REPRESENTATIVE, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE ISLAND FIN INDEMNITEES. AREA REPRESENTATIVE AGREES TO PAY FOR ALL THE ISLAND FIN INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY AREA REPRESENTATIVE HEREUNDER. THE ISLAND FIN INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE ISLAND FIN INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. AREA REPRESENTATIVE AGREES THAT TO HOLD THE ISLAND FIN INDEMNITEES HARMLESS, AREA REPRESENTATIVE WILL REIMBURSE THE ISLAND FIN INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE ISLAND FIN INDEMNITEES.

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14. TRANSFERS

14.1 Transfers by Franchisor.

14.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Area Representative's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Area Representative expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Area Representative expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

14.1.2 Area Representative agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Area Representative acknowledges may be within the Territory). Franchisor may or may not, in Franchisor's sole discretion, convert any such acquired facilities that are operating within the Territory to a Restaurant, and Franchisor may or may not, in Franchisor's sole discretion, offer Area Representative the right to provide Support Services to any converted facilities.

14.2 <u>Restrictions on Transfers by Area Representative</u>. Area Representative's rights and duties under this Agreement are personal to Area Representative, and Franchisor has made this Agreement with Area Representative in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Area Representative. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

14.3 <u>Transfers by Area Representative</u>. Area Representative shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder, the Area Representative Business or any assets thereof (except in the ordinary course of business), or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law (a "Transfer") unless it first obtains the written consent of Franchisor. A transfer of any stock in the Area Representative if it is a corporation or a transfer of any ownership rights in Area Representative if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Area Representative has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 14.6, Franchisor will not unreasonably withhold its consent of a Transfer, which includes transfer of substantially all of the assets of the Pilot Restaurant, that meets the following requirements:

14.3.1 The proposed transferee must be an individual of good moral character or the principals of the transferee must all be of good moral character and otherwise meet Franchisor's then-applicable standards for Area Representatives.

14.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Area Representative Business and to comply with this Agreement;

14.3.3 The transferee has agreed to complete Franchisor's Area Representative Training Program to Franchisor's satisfaction;

14.3.4 Area Representative has paid all amounts owed to Franchisor and third-party creditors;

14.3.5 The transferee has executed Franchisor's then-standard form of Area Representative Agreement and then-standard form of Franchise Agreement for the Pilot Restaurant, which may have terms and conditions different from this Agreement and the effective Franchise Agreement for the Pilot Restaurant, except that the transferee shall not be required to pay the Initial Area Representative and Initial Franchise Fees;

14.3.6 Area Representative and the transferee and each of Area Representative's and the transferee's Principals shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Area Representative will agree to subordinate any claims Area Representative may have against the transferee to Franchisor, and indemnify Franchisor against all claims brought against Franchisor by the transferee for a period of three (3) years following the transfer;

14.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the operation of the Area Representative Business or Pilot Restaurant. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Area Representative Business on such terms and conditions. Area Representative shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer;

14.3.8 If Area Representative or any Principal finances any part of the sale price of the Transfer, Area Representative or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Area Representative or its Principal will be subordinate to the transferee's obligations to Franchisor; and

14.3.9 If consent is required, the lessor of the Pilot Restaurant's premises consents to the assignment or further sublet of the premises to the transferee.

14.4 Transfer Fee. As a condition to any Transfer, Area Representative shall pay Franchisor a transfer fee equal to One Thousand Dollars ($1,000.00) per franchise agreement in effect in the Territory or $25,000, whichever is greater.

14.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of an Area Representative that is an entity must state that (i) the issuance and assignment of any interest in Area Representative are restricted by this Article 14; (ii) Area Representative may conduct no business except the operation of the Area Representative Business pursuant to the terms of this Agreement; (iii) transfers of interests in Area Representative are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

14.6. Franchisor 's Right of First Refusal.

14.6.1 If Area Representative wishes to transfer all or part of its interest in this Agreement or if a Principal wishes to transfer any ownership interest in Area Representative, pursuant to any bona fide offer received from a third party to purchase such interest, then Area Representative or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

14.6.2 Franchisor has the right, exercisable by written notice to Area Representative within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement or the Principal's interest in Area Representative for the price and on the terms and conditions contained in the offer, subject to Section 14.6.3.

14.6.3 Area Representative further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the third-party offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from the Area Representative all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

14.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Area Representative may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor 's prior written approval pursuant to Section 14.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

14.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Area Representative, and on the death or permanent disability of Area Representative or a Principal, as the case may be, the Franchise granted by this Agreement will terminate, unless prohibited by applicable law. If prohibited by applicable law, the executor, administrator, conservator or other personal representative of Area Representative or the Principal, as the case may be, will transfer Area Representative's or the Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 14.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 14 and unless transferred by gift, devise or inheritance, subject to the terms of Section 14.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Area Representative Business and/or Pilot Restaurant during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Area Representative Business is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Area Representative Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management pending transfer of the Area Representative Business to the deceased or disabled individual's lawful heirs or successors. In the event that Franchisor provides such interim management, Franchisor shall be entitled to keep all Commission otherwise payable during the interim management period.

14.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Area Representative or any Principal nor waive its right to demand that the transferee comply strictly with this Agreement.

14.9 Buy Back Option. At any time we or, in the event of a purchase of Franchisor's Island Fin Poke franchise system, the Island Fin Poke franchise system purchaser may elect to purchase Area Representative's ongoing Commissions and terminate this Agreement for an amount equal to five (5) times Area Representative's Commissions from the last twelve (12) months.

15. DEFAULTS

15.1 Default and Automatic Termination. Area Representative shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Area Representative, if Area Representative shall become insolvent or makes a general assignment for the benefit of creditors; or if Area Representative files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Area Representative is adjudicated a bankrupt or insolvent in proceedings filed against Area Representative under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Area Representative or other custodian for Area Representative's business or assets is filed and consented to by Area Representative; or if a receiver or other custodian (permanent or temporary) of Area Representative's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Area Representative; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Area Representative is dissolved; or if execution is levied against Area Representative's business or property.

15.2 Defaults With No Opportunity to Cure. Area Representative shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Area Representative any opportunity to cure the default, effective immediately upon notice to Area Representative, if Area Representative, or any Principal, as the case may be:

15.2.1 knowingly maintains false books or records, or knowingly submits any false reports or franchisee applications;

15.2.2 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Area Representative Business, including, but not limited to, failure to comply with any franchise sales and disclosure law or failure to pay taxes;

15.2.3 permits a Transfer in violation of the provisions of Article 14 of this Agreement;

15.2.4 fails, or Area Representative's legal representative fails, to transfer the interests in this Area Representative Agreement upon death or permanent disability of Area Representative or any Principal of Area Representative as required by Section 14.7.

15.2.5 has misrepresented or omitted material facts in applying for the Area Franchise Business;

15.2.6 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything that is reasonably likely to harm the reputation of the System or the goodwill associated with the Marks;

15.2.7 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

15.2.8 creates a threat or danger to public health or safety from the continued operation of the Area Representative Business;

15.2.9 refuses to permit Franchisor to inspect or audit Area Representative's books or records;

15.2.10 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 17.2);

15.2.11 fails to comply with the non-competition covenants in Section 17.4;

15.2.12 defaults in the performance of Area Representative's obligations under this Agreement three (3) or more times during the term of this Agreement or any renewals or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

15.2.13 defaults, or an affiliate of Area Representative defaults, under any other agreement, including any Franchise Agreement, with Franchisor or any of its affiliates, or with Area Representative's (or any of its affiliate's) suppliers or landlord and does not cure such default within the time period provided in such other agreement;

15.2.14 performs, or fails to perform, Area Representative's obligations under this Agreement in a manner that creates an excessive amount of complaints against Area Representative or the Area Representative Business and an investigation by Franchisor determines these complaints have merit; or

15.2.15 terminates this Agreement without cause.

15.3 Curable Defaults. Area Representative shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Area Representative fails to cure any of the following defaults within the time period set forth in this Section 15.3, effective immediately upon notice to Area Representative:

15.3.1 Area Representative fails to comply with the Development Schedule and fails to present a remediation plan, acceptable to Franchisor, within thirty (30) days after written notice to Area Representative of such non-compliance; provided, however, any consecutive failure or repeated (3+ events) failure to comply the Development Schedule or an approved remediation plan shall be a non-curable default under Section 15.2.12;

15.3.2 Area Representative fails to pay when due any amounts due to Franchisor under this Agreement or any Franchise Agreement by and between Franchisor and Area Representative or Area Representative's affiliate and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Section 15.2.12;

15.3.3 Area Representative fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 15.1 and 15.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Area Representative proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 15.2.12.

15.4 Reimbursement of Costs. Area Representative shall reimburse Franchisor all costs and expenses, including but not limited to attorney's fees, incurred by Franchisor as a result of Area Representative's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

16. POST-TERMINATION

16.1 Area Representative's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Area Representative shall immediately terminate and Area Representative and each Principal, if any, shall:

16.1.1 immediately cease to operate the Area Representative Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current or former Island Fin Poke area representative, owner or licensee;

16.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark or other indicia of an Island Fin Poke franchise, immediately and permanently refrain from using any trade name, trade or service mark or other commercial symbol that suggests a current or past association with Franchisor, Licensor, or the System and immediately and permanently refrain from using in any way Franchisor's name or Intellectual Property in connection with Area Representative's future business endeavors. In particular, Area Representative shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles, which display the Marks;

16.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Area Representative shall furnish Franchisor with evidence of compliance with this obligation which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

16.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Area Representative. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the assets of the Area Representative Business, including any Commission due;

16.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

16.1.6 immediately deliver to Franchisor the Manual, all training material, all marketing and promotional material, all copies of Franchisor's Disclosure Document and Area Representative's Disclosure Document, if any, and all records, files, instructions, correspondence, invoices, agreements and all other materials related to operation of the Area Representative Business (all of which are acknowledged to be Franchisor's property), and retain no copy or record of any of the foregoing, except Area Representative's copy of this Agreement and of any correspondence between the parties and any other documents that Area Representative reasonably needs for compliance with any provision of law;

16.1.7 immediately deliver to Franchisor all past and present franchise sales leads, records, contracts, correspondence, receipts and all other information and documents related to franchisees located in the Territory; and

16.1.8 comply with the non-disclosure and non-competition covenants contained in Article 17.

16.2 Survival. The rights and obligations of the parties contained in this Article 16 shall survive the expiration or sooner termination of this Agreement.

17. NON-DISCLOSURE AND NON-COMPETITION COVENANTS

17.1 Operations Manual.

17.1.1 Franchisor has provided to Area Representative, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Area Representative in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Area Representative to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Area Representative shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Area Representative shall operate all aspects of the Area Representative Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Area Representative from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Area Representative Business.

17.1.2 Area Representative and any and all Principals shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Area Representative and Principals, if any, shall not divulge and make such materials available to anyone other than those of Area Representative's employees who require the information contained therein to operate the Area Representative Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees' compliance with such restrictions, terms and conditions. Area Representative, Area Representative's Principals, and any person working with Area Representative shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

17.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Area Representative shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Area Representative shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Area Representative shall delete all electronic copies and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

17.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Area Representative expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

17.1.5 If Area Representative loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Area Representative shall pay Franchisor the then-current replacement fee.

17.2 Confidential Information. Area Representative along with its Principals acknowledge and accept that during the term of this Agreement, Area Representative and any Principal will have access to Franchisor's trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Area Representative Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Area Representative nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Area Representative or any Principal or of which Area Representative or any Principal may be apprised in connection with the operation of the Area Representative Business under the terms of this Agreement. Area Representative and any Principal shall not divulge and make any Confidential Information available to anyone other than those of Area Representative's employees who require the Confidential Information to operate the Area Representative Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 17.10 hereof. Area Representative and any Principal shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 17.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Area Representative and each Principal.

17.3. Protection of Information. Area Representative shall take all steps necessary, at Area Representative's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Area Representative finds that any Confidential Information has been divulged in violation of this Agreement.

17.4. Noncompetition Covenants. Area Representative and each Principal, if any, specifically acknowledge that, pursuant to this Agreement, Area Representative and each Principal, if any, will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Area Representative, each Principal and Area Representative's managers and employees. Area Representative and each Principal, if any, acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Area Representative Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Area Representative and each Principal, if any, are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Area Representative and each Principal, if any, covenant that, except as otherwise approved in writing by Franchisor:

17.4.1 During the term of this Agreement, Area Representative and each Principal, if any, shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of any Restaurant in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke franchisees or Franchisor-affiliated outlets.

17.4.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Area Representative and Principals, if any, shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of any Restaurant in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood within ten (10) miles of the Territory or any Restaurant; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke franchisees.

17.5 Reasonableness of Restrictions. Area Representative acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Area Representative or Principals, if any, since Area

Representative or Principals, as the case may be, have other considerable skills, experience and education which afford Area Representative or Principals, as the case may be, the opportunity to derive income from other endeavors.

17.6 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 17 or any portion thereof, without Area Representative's consent, effective immediately upon receipt by Area Representative of written notice thereof, and Area Representative agrees to forthwith comply with any covenant as so modified.

17.7 Injunctive Relief. Area Representative acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Area Representative hereby consents to the entry of an injunction prohibiting any conduct by Area Representative or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

17.8 No Defense. Area Representative and each Principal, if any, expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

17.9 Covenants of Employees, Agents and third persons. Area Representative shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Area Representative) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 8, as revised and updated from time to time and contained in the Manual.

18. DISPUTE RESOLUTION

18.1 Internal Dispute Resolution. Area Representative shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 20.8 below. Area Representative must exhaust this internal dispute resolution procedure before Area Representative may bring Area Representative's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

18.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 18.1 hereof shall be submitted to non-binding mediation. Area

Representative shall provide Franchisor with written notice of Area Representative's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Area Representative's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

18.3 Arbitration.

18.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 18.4, any dispute between Franchisor and Area Representative and/or any Principal arising out of or relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 18.1 or 18.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

18.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 18 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Orange County, Florida, or the offices of the American Arbitration Association, or, if Franchisor so elects, in the county where the principal place of business of Area Representative is then located.

18.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Area Representative, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

18.3.4 The provisions of this Section 18.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

18.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone or rescind the effectiveness of any termination of this Agreement.

18.3.6 Except as expressly required by law, Franchisor, Area Representative and any Principal shall keep all aspects of any mediation and/or arbitration proceeding in confidence, and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

18.4 Exceptions. Notwithstanding the requirements of Sections 18.2 or 18.3, the following claims shall not be subject to mediation or arbitration:

18.4.1 Franchisor's claims for injunctive or other extraordinary relief;

18.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

18.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks; and

18.4.4 enforcement of Area Representative's post-termination obligations, including but not limited to, Area Representative's non-competition covenants.

AREA REPRESENTATIVE IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, SUBMITTED TO COURT PURSUANT TO THIS SECTION 18.4 OR OTHERWISE, NOTWITHSTANDING ANY STATE OR FEDERAL CONSTITUTIONAL OR STATUTORY RIGHTS OR PROVISIONS.

18.5 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in, the State of Florida. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Florida. Area Representative and its Principals, except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Florida. Area Representative and its Principals, hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

18.6 Mutual benefit. Area Representative and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 18.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Area Representative and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

18.7 Waiver of Certain Damages. Area Representative hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Area Representative agrees that in the event of a dispute, Area Representative shall be limited to the recovery of any actual damages sustained.

18.8 Limitations of Claims. Any and all claims asserted by Area Representative arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Area Representative knew or should have known of the facts giving rise to such claims.

18.9 Survival. The provisions of this Article 18 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Any and all claims asserted by Franchisee arising out of or relating to this Agreement or the relationship among the parties will be barred or any Principal of their respective interests in this Agreement.

19. WAIVER AND RELEASE OF CERTAIN CLAIMS

19.1 Waiver of Claim for Lack of Business Success. Area Representative acknowledges that Area Representative has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Area Representative Business. Except for disclosures contained in Franchisor's Disclosure Document, Area Representative further acknowledges that no representations of performance (financial or otherwise) for the Area Representative Business provided for in this Agreement has been made to Area Representative by Franchisor and Area Representative and any and all Principals hereby waive any claim against Franchisor for any business failure Area Representative may experience as an Area Representative under this Agreement.

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Initial

19.2 Waiver of Claim for Lost Future Commission. Area Representative acknowledges that each franchisee in the Territory shall be subject to a Franchise Agreement directly between Franchisor and each franchisee and that Area Representative is not a party to such Franchise Agreement. Area Representative further acknowledges that any such Franchise Agreement may be cancelled or terminated or may not be renewed in Franchisor's sole commercial judgment. Area Representative and any and all Principals hereby waive any claim against Franchisor for lost Commission resulting from the termination, cancellation or non-renewal of any Franchise Agreement in the Territory for whatever reason.

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19.3 Release of Prior Claims. BY EXECUTING THIS AGREEMENT, AREA REPRESENTATIVE AND PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF AREA REPRESENTATIVE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ISLAND FIN POKE FRANCHISING, LLC, ISLAND FIN POKE COMPANY, ANY OF EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS, DESIGNEES, OFFICERS, DIRECTORS, PARTNERS, OWNERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

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Initial

20. GENERAL

20.1 Independent Licensee. Area Representative is and shall be an independent licensee under this Agreement, and no partnership shall exist between Area Representative and Franchisor. This Agreement does not constitute Area Representative as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Area Representative is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Area Representative agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other area representatives of Franchisor. Pursuant to the above, Area Representative agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorney's fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs or judgments against Franchisor arising out of the relationship hereby established which specifically, but not exclusively, includes costs, losses, expenses, attorneys fees, relative to assignment or the transfer of right to franchise and transactional costs relative thereto, defaults under any leases, subleases, notes, receipt of revenues or any other relationships arising directly or indirectly out of the operation of the Area Representative Business.

20.2 Corporate Representations. If Area Representative is a corporation, partnership, limited liability company, or other legal entity, Area Representative and each Principal represent, warrant and covenant that:

20.2.1 Area Representative is duly organized and validly existing under the state law of its formation and is duly qualified and is authorized to do business in the jurisdiction of the Territory;

20.2.2 Area Representative's organizational documents shall at all times provide that the activities of Area Representative are confined exclusively to the performance of the rights and obligations granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

20.2.3 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Area Representative's power and have been duly authorized by Area Representative;

20.2.4 Copies of Area Representative's organizational documents, other governing documents, resolutions or consents of the governing board authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of equity interests in Area Representative, and any other documents as may be reasonably required by Franchisor shall be furnished to Franchisor prior to the execution of this Agreement;

20.2.5 The ownership interests in Area Representative are accurately and completely described on Attachment 6 of this Agreement. Upon the occurrence of any change of ownership, Area Representative shall immediately provide Franchisor with a copy of the updated list of all owners of the entity. Area Representative shall make a list of its owners available to Franchisor at any time upon request;

20.2.6 If Area Representative is a corporation, Area Representative shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities. Each stock certificate shall conspicuously state, in a form satisfactory to Franchisor, that it is held subject to all restrictions on assignments imposed by this Agreement; provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly-held corporation. For purposes of this Agreement, a publicly-held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act. If Area Representative is a partnership or limited liability company, its written partnership or limited liability company operating agreement shall provide that ownership of an interest in such entity is held subject to all restrictions on assignments imposed by this Agreement;

20.2.7 If any Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 7 hereof.

20.3 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Area Representative (including the individuals executing this Agreement on behalf of a corporation if Area Representative is a corporation) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Area Representative or Principals, if any, in this Agreement or the Area Representative Business, except in accordance with Article 14 hereof.

20.4 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

20.5 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Area Representative, except the representations made to Area Representative in Franchisor's Franchise Disclosure Document. Nothing in this Agreement or in any related agreement is intended to disclaim any representation made in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

20.6 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Area Representative and any Principals shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Area Representative, if more than one person is so named.

20.7 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

20.8 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as first above written, or at such other address or addresses as the parties may from time to time designate in writing.

20.9 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Area Representative shall affect or impair the rights of these parties with respect to any subsequent default of the same or of a different kind. Any use by Area Representative of the System or any part thereof at any place other than the Territory shall not give Area Representative any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Area Representative to restrict said use to the Territory.

20.10 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Area Representative or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article 15 shall not discharge or release Area Representative or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

20.11 Consent to Do Business Electronically. The parties to this Area Representative Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Florida, the parties hereby affirm to each other that they agree with the terms of this Area Representative Agreement and its Attachments, and by attaching their DocuSign Signature to this Area Representative Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to this Area Representative Agreement can rely on a DocuSign signature(s) as the respective party's signature.

20.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page shall be binding.

20.13 Survival. Any obligation of Area Representative or any Principal that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Area Representative or any Principal therein shall be deemed to survive such termination, expiration or transfer.

20.14 Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent performance is beyond such party's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, government acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

21. **ACKNOWLEDGMENTS.** Area Representative shall acknowledge the truthfulness of the statements contained in Attachment 1 hereto. Area Representative's acknowledgements are an inducement for Franchisor to enter into this Agreement. Area Representative shall immediately notify Franchisor, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect.

-Remainder of Page Intentionally Blank-

The parties hereto have executed this Area Representative Agreement on the day and year first above written.

FRANCHISOR:

ISLAND FIN POKE FRANCHISING LLC

By:____

_________________________,___________________
(Print Name, Title)

AREA REPRESENTATIVE:

____

By:____

_________________________,___________________
(Print Name, Title)

PRINCIPAL:

____

____
(Print Name)

PRINCIPAL:

____

____
(Print Name)

Attachment 1

ACKNOWLEDGMENT STATEMENT

Area Representative hereby acknowledges the following:

1. Area Representative has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Area Representative Business. Area Representative further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Area Representative Business provided for in this Agreement has been made to Area Representative by Franchisor and Area Representative and any and all Principals hereby waive any claim against Franchisor for any business failure Area Representative may experience as a area representative under this Agreement.

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Initial

2. Area Representative has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Area Representative and its efforts as an independent business operation.

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Initial

3. Area Representative agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Area Representative further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations made to Area Representative in Franchisor's Franchise Disclosure Document.

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Initial

4. Area Representative has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Area Representative acknowledges that no representations or warranties are made or implied, except as specifically set forth herein.

Area Representative represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

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Initial

5. Franchisor expressly disclaims the making of, and Area Representative acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

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Initial

6. Area Representative acknowledges that it has received the Island Fin Poke Franchising LLC Franchise Disclosure Document with a complete copy of this Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Area Representative further acknowledges that Area Representative has read such Franchise Disclosure Document and understands its contents.

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Initial

7. Area Representative acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Area Representative with respect to this Agreement or the relationship thereby created.

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Initial

8. Area Representative, together with Area Representative's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the area representative opportunity granted by this Agreement.

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Initial

9. Area Representative is aware of the fact that other present or future area representatives of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various area representatives may differ materially in certain circumstances.

______
Initial

10. Release of Prior Claims. BY EXECUTING THIS AGREEMENT, AREA REPRESENTATIVE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF AREA REPRESENTATIVE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ISLAND FIN POKE FRANCHISING LLC, ITS PARENT(S), AFFILIATE(S), SUBSIDIARY(IES), AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

Acknowledged this day of ________________________________.

____
Signature
Print Name:___________________________

Attachment 2

Service Mark –

Attachment 3

TERRITORY DESCRIPTION

Attachment 4

GENERAL RELEASE

_______________________________ ("Area Representative") and _________________ (collectively, "Area Representative's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all others persons acting on their behalf or claiming under them (collectively, the "Area Representative Releasors"), hereby release, discharge and hold harmless Island Fin Poke Franchising LLC ("Franchisor"), ____________________, their affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Area Representative Agreement dated ____________________ between Area Representative and Franchisor and any related agreements and the relationship created thereby, or the Area Representative Business operated under the Area Representative Agreement, or any claims or representations made relative to the sale of the rights and license to operate such Area Representative Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Area Representative Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Area Representative Released Claims").

AREA REPRESENTATIVE AND AREA REPRESENTATIVE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE AREA REPRESENTATIVE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE AREA REPRESENTATIVE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Area Representative Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Area Representative Released Claim.

Executed as of _________________.

AREA REPRESENTATIVE:

__________________________ ____

Attest: By:

AREA REPRESENTATIVE'S PRINCIPAL:

__________________________ ____

Witness: Name:

__________________________ ____

Witness: Name:

Attachment 5

DEVELOPMENT SCHEDULE

Attachment 6

STATEMENT OF OWNERSHIP INTERESTS IN AREA REPRESENTATIVE/ENTITY

Name	**Percentage of Ownership**

Attachment 7

SPOUSAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on____ ______________________________, (the "Effective Date") to Island Fin Poke Franchising LLC, a Florida limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Area Representative Agreement dated on or about the Effective Date hereof (the "Area Representative Agreement") with ____ ______, a(n) ______________________________, ______________________________ and __ _______________________________(collectively "Area Representative").

Guarantor acknowledges that Guarantor is the spouse of Area Representative's Principal, as that term is used in the Area Representative Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Area Representative Agreement and acknowledges that the execution of this Guaranty is partial consideration for, and a condition to the granting of, the rights granted in the Area Representative Agreement to Area Representative, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Area Representative as set forth in the Area Representative Agreement, including but not limited to, the covenants set forth in Sections 17.2, 17.4, 17.5, 17.7 and 17.8 of the Area Representative Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Area Representative Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Area Representative entity, transfer of the Area Representative Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Area Representative by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Area Representative and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Area Representative and Franchisor and notice of demand for payment by Area Representative. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Area Representative and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Area Representative and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF AREA REPRESENTATIVE'S PRINCIPAL:

____

Print Name: ________________________________

Print Address: ______________________________

____

Attachment 8
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this ___ day of___________________________, by _____________________________, a(n) _______________ ____ ("Area Representative"), an area representative of Island Fin Poke Franchising LLC, a Florida limited liability company ("Franchisor"), and ___________ _____________, an individual ("Covenantor") in connection with an area representative agreement dated ____________________ ("Area Representative Agreement").

WHEREAS, pursuant to the Area Representative Agreement, Franchisor has granted Area Representative the right to use certain trademarks, including, the registered trademark "Island Fin Poke Co." and design mark, and certain proprietary products, services, promotions, and methods (the "System") to establish and operate, though Area Representative and others, Island Fin Poke Company restaurants ('Restaurants") pursuant to the System in a territory, as specifically defined in Attachment 3 of the Area Representative Agreement (the "Territory"), in strict accordance with the terms and conditions of the Area Representative Agreement;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Island Fin Poke operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System;

WHEREAS, Franchisor and Area Representative have agreed on the importance of restricting the use, access and dissemination of the Confidential Information, and Area Representative therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Area Representative in connection with the operation of the Area Representative Business under the Area Representative Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Area Representative for training and assisting such employees in the operation of the Area Representative Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Area Representative or Franchisor, upon request, or upon termination of employment or association with Area Representative.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without Franchisor's written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Area Representative, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of any Restaurant or of other area representatives in the System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood, or

(iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, or

(iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke franchisee or area representative.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Area Representative and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of any Restaurant or of other area representatives in the System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational or supervisory capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood within ten (10) miles of the Territory or any Restaurant location, or

(iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System, or

(iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke franchisee or area representative.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Area Representative's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Area Representative shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Area Representative in enforcing this Agreement.

d. Any failure by Franchisor or the Area Representative to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO FLORIDA CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, FLORIDA, AND THE FEDERAL DISTRICT COURTS FOR THE MIDDLE DISTRICT OF FLORIDA, ORLANDO. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY FLORIDA OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ORANGE COUNTY, FLORIDA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR AREA REPRESENTATIVE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Area Representative:

____

____

If directed to Covenantor:

____

____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

AREA REPRESENTATIVE:

____

By: ____
Name: ____
Title: ____

COVENANTOR:

____
Name: ____

EXHIBIT C

FRANCHISE AGREEMENT

ISLAND FIN POKE FRANCHISING LLC
TABLE OF CONTENTS

ATTACHMENTS:

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered this ___________________________________ (the "Effective Date") between the franchisor Island Fin Poke Franchising LLC, a Florida limited liability company, with its principal address at 276 Saxony Court, Winter Springs, Florida, 32708 (herein referred to as "Franchisor") and ____ ______, a(n) ____, with its principal place of business located at____ and ___________________ ______'s principals ____________________, an individual residing at ______________________ ___________________ and ___________________________, an individual residing at __________ _____________________________________ ("Principal(s)"). ______________________________ and Principal(s) shall be collectively referred to in this Agreement as "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established unique fast-casual Hawaiian style poke bowl restaurant businesses under the Island Fin Poke Company trademarks, and using Franchisor's confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including but not limited to the Island Fin Poke Company service marks, as set forth in Attachment 2, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

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

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate an Island Fin Poke Company franchise (the "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only to a single location within a territory that is designated in Attachment 3 attached hereto and incorporated herein (the "Territory").

3. TERRITORY.

3.1 Territory. This Agreement grants Franchisee the right to operate the Franchised Business at a single location within the Territory. Franchisor agrees that Franchisor will not, and Franchisor will not permit any other of our franchisees, to operate a franchised Island Fin Poke Company restaurant in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement or this Agreement has not expired or been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise Island Fin Poke Company franchises around, bordering and adjacent to the Territory. Franchisee will be selling its products and services from a single location that will be determined by Franchisee with Franchisor's prior written approval, which may be withheld or denied in Franchisor's sole discretion. Franchisee is prohibited from selling and soliciting customers through alternative distribution channels as more fully specified herein.

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other products or services not offered under the Marks, ((ii) other food and beverage concepts under the Marks or other trademarks, and (iii) products or services through any channel in the Territory other than a dedicated Island Fin Poke Company Restaurant, such as distribution through retail outlets, including but not limited to, grocery stores; co-branding within other food outlets, and the Internet ("Alternate Distribution Channels"). Franchisee will receive no compensation for Franchisor's sales through Alternate Distribution Channels made within the Territory. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.2 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

4. **TERM.** Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. **RENEWAL OPTIONS.** Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Restaurant is located (the "Renewal Franchise Agreement") for an additional five (5) year term. The term of such Renewal Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a renewal fee equal to Five Thousand Dollars ($5,000) ("Renewal Fee").

5.1 Form and Manner of Renewal. If Franchisee desires to exercise Franchisee's option to enter into a Renewal Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within thirty (30) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Renewal Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Paragraph 5 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Renewal Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Renewal. Franchisee's right to enter into a Renewal Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee shall have obtained the right to continue to occupy the premises of the Franchised Business following the expiration of the Term hereof for the full term of the Renewal Franchise Agreement and/or have received Franchisor's approval regarding locating the Franchised Business at a new location.

5.2.5 Franchisee shall execute a general release of all claims Franchisee may have against Island Fin Poke Franchising LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 4. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee performs such remodeling, repairs, replacements and redecoration as Franchisor may require in order to cause the Franchised Business premises, equipment, fixtures, furnishings and furniture to conform to the plans and specifications being used for new or remodeled franchised businesses on the renewal date.

5.2.7 Franchisee shall pay the required Renewal Fee and sign the Renewal Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new Island Fin Poke Company franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then-current form of Renewal Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate renewal term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Renewal Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to renew this Franchise as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of Forty

Thousand Dollars ($40,000.00) (the "Initial Fee"). **The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances.** Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, monthly and throughout the Term, a royalty fee equal to six percent (6%) of the Gross Revenue, as hereinafter defined, realized from the Franchised Business and from any other revenues received using Franchisor's methods, operations and/or trade secrets (the "Royalty Fee"). The term "Gross Revenue" includes all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted hereunder, including but not limited, any and all other revenues received using Franchisor's methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue shall include the full amount payable by Franchisee's customers, without deduction for Franchisee's delivery costs (including, but not limited to, charges by third-party delivery services) or for other write-offs; however, Gross Revenue shall not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, (iii) properly documented promotional discounts (i.e. coupons) or (iv) properly documented employee discounts (limited to 3% of Gross Revenue). Gross Revenue does not include gift card purchases, at the time of purchase, but Gross Revenue does include the redemption amount of purchases made by gift card.

6.1.3 Gross Revenue Reports. Franchisee shall, on the tenth (10th) day of the month following the close of immediately prior calendar month, furnish Franchisor with a report showing Franchisee's Gross Revenue at or from the Franchised Business and/or made pursuant to the rights granted hereunder during such period (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. Franchisor reserves the right to establish a point of sale system ("POS System") that Franchisor may require Franchisee to use in the operation of the Franchised Business. At Franchisor's option, Franchisee shall submit the Gross Revenue Report by an electronic transfer of data via the POS System at the times and interims then specified by Franchisor.

6.1.4 Method of Payment. Franchisee shall, together with the submission of the Gross Revenue Report, pay Franchisor the Royalty Fee and the Brand Fund Contribution, as defined and more particularly described in Article 13, then due. At Franchisor's request, Franchisee must execute documents, including but not limited to, the Authorization attached as Attachment 5, that allow Franchisor to automatically take the Royalty Fee and Brand Fund Contribution due as well as other sums due Franchisor, from business bank accounts via electronic funds transfers or Automated Clearing House ("ACH") payments. Franchisee's failure to allow electronic funds transfers or ACH payments on an ongoing basis is a material breach of this

Agreement. If Franchisee fails to timely report Gross Revenue, then, in addition to a late fee and interest pursuant to Sections 6.2 and 6.3 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Royalty Fee payable. Franchisor shall reconcile amounts when Gross Revenues are reported. Franchisor reserves the right to modify the method and frequency of collection of the Royalty Fee and Brand Fund Contribution upon forty-five (45) days' prior notice to Franchisee.

6.2 Late Fee. If the Royalty Fee, Brand Fund Contribution, or any Gross Revenue Reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of Fifty Dollars ($50.00). This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee, the Brand Fund Contribution, and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.3 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of eighteen (18%) per annum or at the highest rate permitted by law, whichever is lower.

6.4 Technology Fee. Franchisor reserves the right to impose a technology fee, in an amount that Franchisor reasonably determines, for the development, adoption and/or use of new or improved technology for the benefit of the System and Franchised Business, including but not limited to, assigned phone numbers and email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform or other operations or communications systems ("Technology Fee"). In Franchisor's sole discretion, Franchisor may (i) increase the amount of the technology fees or (ii) replace the technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Payment of the Technology Fee will be made in the manner and frequency as reasonably determined by Franchisor.

6.5 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of Seventy-Five Dollars ($75.00) per occurrence. This non-sufficient funds fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.6 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Brand Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

7. TRAINING.

7.1 Initial Management Training Program. Franchisee (specifically including all Franchisee's principals) and Franchisee's general manager shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial management training program ("Initial Management Training Program") at least two (2) weeks (but no more than eight (8) weeks, prior to the opening of the Franchised Business. The Initial Management Training Program consists of a course conducted at Franchisor's headquarters and/or an affiliate-owned or franchised outlet. Franchisor reserves the right to designate an alternate location for the any component of the Initial Management Training Program. Franchisee must at all times during the term of this Agreement have principals who have successfully completed the Initial Management Training Program to Franchisor's sole and complete satisfaction. No charge shall be made for up to two (2) Principals and one (1) General Manager (as defined below) to take the Initial Management Training Program prior to opening the Franchised Business ("Initial Trainees"). Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, lodging, meals and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Management Training Program. If the Initial Management Training Program is not satisfactorily completed or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Management Training Program cannot be satisfactorily completed by Franchisee and Franchisee's Principal(s), Franchisor may terminate this Agreement.

7.3. Opening Assistance. Upon the opening of the Franchised Business, Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor. The trainer will provide on-site opening training, supervision, and assistance to Franchisee for up to seven (7) days at no charge to Franchisee.

7.4. Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee, or Franchisee's principals shall participate in the following additional training:

(i) on-going training for up to four (4) days per year, at a location designated by Franchisor.

(ii) a national business meeting or annual convention for up to three (3) days per year, at a location designated by Franchisor.

Franchisor reserves the right to impose a reasonable fee for all additional training programs. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.5. On-Site Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee's personnel at the Franchised Business location. For any additional on-site training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.6. Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided at the Franchised Business pursuant to Section 7.5, furnish consultation and assistance to Franchisee, either in person or by telephone, electronic mail or video conferencing, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, purchasing and inventory control, bookkeeping and System improvements.

8. FRANCHISED LOCATION REQUIREMENTS

8.1 Site Selection.

8.1.1 Franchisee assumes all cost, liability, expense and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site location is approved by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee's choosing in discharging such responsibility. Franchisee acknowledges that Franchisor's approval of a prospective site location is permission only, does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that the Franchised Business operated at that site will be profitable or otherwise successful, and cannot, and does not, create a liability for Franchisor.

Franchisee releases Franchisor from any claims over the site location selection and evaluation by Franchisor, and Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business.

8.1.2 Franchisee shall locate a site that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor, in writing, a description of the site, together with written certification the site complies with Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require. Recognizing that time is of the essence, Franchisee shall submit such information and materials for a proposed site to Franchisor for its consent no later than seventy-five (75) days after the execution of this Agreement. Franchisor shall have fifteen (15) days after receipt of this information and materials to consent, in its sole and absolute discretion, to the proposed site as the location for the Franchised Business. If Franchisor fails to respond to Franchisee's submission within fifteen (15) days, such proposed site shall be deemed "disapproved". No site may be used for the location of the Franchised Business unless it is consented to in writing by Franchisor.

8.1.3 Within thirty (30) days after Franchisor has consented to the site for the Franchised Business (or such longer period as Franchisor consents to in writing), Franchisee shall execute a lease therefor and obtain physical possession of the premises. Any lease must include Franchisor's Collateral Assignment of Lease Agreement, a copy of which is attached hereto as Attachment 6. Failure by Franchisee to acquire the site for the Franchised Business within the time and in the manner required herein shall constitute a material event of default under this Agreement.

8.1.4 Upon consent by Franchisor to the location for the Franchised Business, Franchisor shall set forth the location and Territory in Attachment 3 of this Agreement and shall provide a copy thereof to Franchisee. Attachment 3, as completed by Franchisor, shall be incorporated herein and made a part hereof. Franchisee shall notify Franchisor within fifteen (15) days of any error or rejection of Attachment 3; otherwise, the Attachment 3 provided to Franchisee shall be deemed final.

8.2 Construction.

8.2.1 Franchisee shall be responsible for obtaining clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to the Franchised Business premises. Prior to beginning the construction of the Franchised Business, Franchisee shall (a) obtain Franchisor's approval of Franchisee's architect and contractor, which approval shall not be unreasonably withheld, (b) adapt Franchisor's prototypical construction plans and specifications, provided to Franchisee, for the construction of the Franchised Business premises and submit such adapted plans and specifications to Franchisor for approval, (c) obtain all permits, licenses, insurance and certifications required for the lawful construction or remodeling and operation of the Franchised

Business, including, but not limited to, permits for the installation of signage, and (d) certify in writing to Franchisor that all required approvals, clearances, permits, insurance and certifications have been obtained.

8.2.2 During the time of construction or remodeling, Franchisee shall provide Franchisor, or its designated representative, with such periodic reports regarding the progress in obtaining all licenses and permits; and of the construction or remodeling as may be reasonably requested by Franchisor or its representative. In addition, Franchisor or its representative may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. At least thirty (30) days prior to completion of the construction or remodeling, Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling. Within a reasonable time after the date of completion of construction or remodeling, Franchisor or its representative may, at its option, conduct an inspection of the completed Franchised Business.

8.2.3 Franchisee acknowledges and agrees that it will not open the Franchised Business for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

8.3 <u>Time to Open</u>. Franchisee acknowledges that time is of the essence in this Agreement. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business and commence business within one hundred eighty (180) days after Franchisee has executed a lease for the premises, unless Franchisee obtains a written extension of such time period from Franchisor. The date the Franchised Business opens for business to the public shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) complete all exterior and interior preparations for the Franchised Business, including installation and cleaning of equipment, fixtures, furnishings, décor and signs, in accordance with System requirements and the plans and specifications consented to by Franchisor, (ii) satisfactorily complete Franchisor's Initial Management Training Program, as further set forth in Article 7, (iii) hire and train staff, (iv) obtain all required licenses to operate the Franchised Business and (v) obtain all required insurance and provide Franchisor with certificates therefor. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) within one hundred three hundred (300) days following the Effective Date of this Agreement, as may be extended by Franchisor in Franchisor's sole discretion, shall be deemed a material event of default under this Agreement.

8.4 <u>No Relocation</u>. Franchisee's rights to operate the Franchised Business shall be limited to the Territory set forth in Attachment 3, and no other. Franchisee shall not relocate the premises of the Franchised Business at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and, if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, (i) Franchisee shall pay a relocation fee equal to Two Thousand Five Hundred Dollars ($2,500.00), (ii) Franchisee shall secure and outfit the replacement premises in accordance with Section 8.1 within one hundred twenty (120) days of Franchisor's consent, (iii) if feasible, Franchisee shall continue to operate at the original premises during the construction of the replacement premises, (iv) upon relocation, Franchisee shall remove any signs or other property from the original Franchised Business premises which identified the original Franchised Business premises as part of the System, and (iv) the parties shall amend Attachment 3 to reflect the address of the new Franchised Business premises. Failure to comply with the foregoing requirements shall be a default of this Agreement.

9. Maintenance and IMPROVEMENT OF THE FRANCHISED LOCATION AND SYSTEM

9.1 Maintenance of Franchised Business Location. Franchisee shall equip and maintain the Franchised Business location to the standards of décor, sanitation, repair and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards and specifications. Franchisee, at Franchisee's expense, shall make such additions, alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repainting and repairs or replacement of worn or impaired décor, materials, furniture, fixtures, equipment, and signage as Franchisor may direct.

9.2 Inspections. Franchisee shall operate and maintain the Franchised Business and Franchised Business location in conformance with best practices for food and beverage storage, handling, preparation, service and disposal and in a manner that will insure the highest rating possible for businesses of like kind from the governmental authorities that may inspect such businesses in the Territory. Franchisee shall submit to Franchisor a copy of any inspection reports. It shall be a default of this Agreement if, upon inspection, Franchisee does not obtain such rating or if Franchisee fails to operate in accordance with the general standards of quality, maintenance, repairs and sanitation required by the System, and Franchisor may, at its option, terminate this Agreement.

9.3 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, design, display and storage equipment, POS Systems, and computer hardware and software, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new exterior building designs, new interior decors, new color schemes, new or modified marks, and new furnishings (collectively, "Trade Dress Modifications").

9.4.2 No more than once in a five (5)-year period, at Franchisor's request, Franchisee shall refurbish the Franchised Business location at Franchisee's sole expense, as required by Franchisor, to conform to Trade Dress Modifications. This includes, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Notwithstanding the foregoing restriction on the frequency of Trade Dress Modifications, Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damages caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and profitability.

10. FRANCHISOR'S OBLIGATIONS

Franchisor and/or its designated representative will provide the services described below:

10.1 Site Selection Guidelines. Site selection criteria, as Franchisor may deem advisable. Franchisor shall also approve the site in accordance with Section 8.1.2.

10.2 Construction. Provide to Franchisee criteria and specifications for an Island Fin Poke Company outlet. Such criteria and specifications include, but are not necessarily limited to, criteria with respect to required food storage and preparation, waste removal and ventilation systems. Franchisee shall independently, and at Franchisee's expense, have such criteria and specifications incorporated into the construction of the Franchised Business in accordance with Article 8.

10.3 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.4 Inspection. Inspection of the Franchised Business and evaluations of the products sold and services rendered therein whenever reasonably determined by Franchisor.

10.5 Pre-Opening Requirements. Provide a written list of equipment, fixtures, furnishings, signage, supplies and products that will be required and/or recommended to open the Franchised Business for business.

10.6 Advertising Materials. Provide samples or digital artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.7 List of Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of approved and/or recommended suppliers of products and services for System franchisees.

10.8 Training. The training programs specified in Article 7 herein.

10.9 On-Site Assistance. On-site post-opening assistance at the Franchised Business location in accordance with the provisions of Article 7.

10.10 Brand Fund. Administer a Brand Fund in accordance with Section 13.3.

11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Best Efforts. Franchisee, including each of Franchisee's Principals covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.2.1 Franchisee is duly organized and validly existing under the state law of its formation;

11.2.2 Franchisee is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business location and the Territory;

11.2.3 Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

11.2.5 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities; and

11.3 If any Franchisee Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 9 hereof.

11.4 Appointment of Manager.

11.4.1 Franchisee shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Franchised Business location. Franchisee shall designate its General Manager prior to attending the Business Management Training Program. The General Manager shall be responsible for the daily operation of the Franchised Business location.

11.4.2 The General Manager shall, during the entire period he or she serves as General Manager, meet the following qualifications:

11.4.2.1 The General Manager shall meet Franchisor's standards and criteria for such individual, as set forth in the Manual or otherwise in writing by Franchisor, and shall be an individual otherwise acceptable to Franchisor in its sole discretion.

11.4.2.2 The General Manager shall devote his or her full time and best efforts to the supervision and management of the Franchised Business, and may not engage in any other competitive business activity without the Franchisor's consent, which may be withheld in Franchisor's sole discretion.

11.4.2.3 The General Manager shall satisfy the training requirements set forth in Article 7.

11.4.3 If the General Manager is not able to continue to serve in such capacity, or no longer qualifies to act as such in accordance with this Agreement, Franchisee shall promptly notify Franchisor and designate a replacement within thirty (30) days after the General Manager ceases to serve, such replacement being subject to the same qualifications required by this Agreement. Franchisee's replacement General Manager shall attend and satisfactorily complete the Initial Management Training Program, at Franchisee's sole cost and expense, including the payment of the then-current tuition therefor. Until such replacement is designated and trained, Franchisee shall provide for interim management of the Franchised Business, who shall act in accordance with the terms of this Agreement. Any failure to comply with the requirements of this Section shall be deemed a material event of default under this Agreement. Franchisor, in Franchisor's sole discretion, may provide interim management support and charge Franchisee the then-current interim management support fee until such General Manager is properly trained or certified in accordance with Franchisor's requirements, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, and shall be withdrawn from Franchisee's designated bank account in accordance with Section 6.1.4.

11.5 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, health and sanitation inspections, if required, fictitious name registrations, sales and other tax permits, fire and police department clearances, Americans With Disability Act compliance, certificates of occupancy, any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation and any other requirement, rule, law or regulation of any federal, state or local jurisdiction. Franchisee shall further comply with all industry best practices with respect to the handling, storage, preparation, service and disposal of food and beverage products.

11.6 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business or Franchised Business location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.7 Assignment of Numbers and Listings. Franchisee shall execute such forms and documents included in Attachment 7 to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers, listings, and passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.8 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all tax returns and reports related to the Franchised Business filed by Franchisee with any state or federal taxing authority.

11.9 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

12. FRANCHISEE'S OPERATIONS

12.1 Operation of Franchised Business Location. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Use only those furnishings, fixtures, décor, equipment, ingredients, recipes, supplies and signage that conform with Franchisor's specifications and/or which shall be purchased from only those vendors designated and approved by Franchisor;

12.1.2 Maintain and operate the Franchised Business location in attractive condition and good repair, using Franchisee's best efforts to maintain a clean, enjoyable and inviting atmosphere therein in accordance with System standards, the Manual and all other directives and requirements of Franchisor, and do such redecoration, repairing, refurbishing and restoration as from time to time may be reasonably required to meet System standards and Franchisor's requirements as they may be modified from time to time;

12.1.3 Procure the necessary licenses or permits to allow food and beverage preparation and service and otherwise comply with all applicable governmental laws, ordinances, rules and regulations including those related to health and sanitation;

12.1.4 Maintain sufficient inventories of ingredients, supplies and merchandise held for resale, as prescribed by Franchisor;

12.1.5 Conduct sales in accordance with Franchisor's standards and specifications, which shall include offering food and beverages in the format(s) Franchisor requires, such as dine-in, take-out, curbside pickup, catering and delivery (either directly or through use of third-party delivery services and applications). Franchisee acknowledges and accepts that Franchisee may only engage in providing food and beverage service to end-consumers. Franchisee is expressly prohibited from selling products outside of the Franchised Business location (excluding promotional and sales events in the Territory with Franchisor's prior approval), on the Internet (excluding sales for online orders or through third-party delivery applications), to dealers and/or distributors for subsequent re-sale, and engaging in such sales shall be a material default of this Agreement;

12.1.6 Employ only qualified individuals who are trained in accordance with Franchisor's standards, including but not limited to the protection of Franchisor's confidential and proprietary information, and who will at all times enhance Franchisor's brand and conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance, in accordance with the dress code outlined in the Manual, and render competent and courteous service to patrons of the Franchised Business. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.7 Permit Franchisor or its agents, to inspect the Franchised Business location and any services, products or equipment, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications;

12.1.8 Prominently display signs in and upon the Franchised Business location using the Marks and/or other advertising and/or signs of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to not display in or upon the Franchised Business location or elsewhere any sign or advertising media or interior décor of any kind to which Franchisor reasonably objects, including signs, advertising media or interior décor which are outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business location or elsewhere and remove any objectionable or non-approved signs, advertising media or interior décor and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort;

12.1.9 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.1.10 Accept and honor all loyalty cards, promotional coupons, or other System-wide offers, on a uniform basis, as accepted by other franchisees in the System.

12.2 Bookkeeping and Reports.

12.2.1 Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase the computer systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor.

12.2.2 Within ten (10) days after the close of each calendar month and within ninety (90) days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

12.2.3 The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4 Franchisee shall use a payroll processing services provider, approved by Franchisor, and an outside accounting firm. Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee or Franchisee's accounting firm fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a designated third-party accounting services firm by all System franchisees is beneficial to the System.

12.2.5 Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds an understatement of any Gross Revenue Report, Franchisee shall pay Franchisor the amounts due together with interest thereon at the rate provided herein, and if understated by two percent (2%) or more, Franchisee shall reimburse Franchisor for the cost of such examination. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.3 Computer Systems.

12.3.1 Franchisee, at Franchisee's sole expense, shall install and maintain the POS System and other computer and bookkeeping hardware, software and applications Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing. Franchisee is required to input all sales and Gross Revenue into the POS System.

12.3.2 Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems, bookkeeping and web-based payment processing accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's POS System, other computer systems, bookkeeping and web-based payment processing accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's POS System, other computer systems and web-based payment processing accounts.

12.3.3 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's POS System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.4 Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5 Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall utilize the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6 Franchisor has established a website that provides information about the System and the products and services offered by the Island Fin Poke Company System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website with Franchisee's Franchised Business location. Franchisee has no ownership or other proprietary rights to Franchisor's website and Franchisee will lose all rights to such listing of Franchisee's location upon expiration or termination of this Agreement for any reason.

12.3.7 Franchisee shall pay all fees and expenses for technology required by this Agreement, including but not limited to, the costs of computer hardware, software and applications, audio equipment and music programs and/or playlists, installation costs and regularly recurring fees for software and digital menu displays, Internet access, license fees, help desk fees, and licensing or user-based fees.

12.3.8 Franchisee is solely responsible for maintaining the security and integrity of the computer and payment processing systems used in the Franchised Business and the customer and other data stored therein. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software and Internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing systems and the data stored therein from viruses, malware, privacy breaches or other unauthorized access.

12.4 Safety and Security of Premises. Franchisee is solely responsible for the safety and security of the Franchised Business location for Franchisee, Franchisee's personnel, customers, agents and the general public. Any suggestions by Franchisor on such matters are for guidance only and not binding on Franchisee. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Prices. Subject to applicable law, Franchisor will recommend minimum and maximum prices for products and services offer by Franchisee. Franchisee shall have the right to sell its products and services at any price Franchisee determines. Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering services or products at any particular price will enhance Franchisee's sales or profits.

12.6 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to utilizing such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier. Franchisor reserves the right to charge Franchisee a fee equal to the actual cost and expense for inspection and testing. Franchisor shall notify Franchisee whether Franchisor approves or disapproves of the proposed item or supplier within thirty (30) days after Franchisor receives all required information to evaluate the product, service or supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular item or supplier.

12.7 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, mystery shop programs and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe, to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.8 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular site or circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS AND RELATED FEES

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1. In addition to the ongoing advertising contributions set forth herein, and following the expenditures set forth in Section 13.2.3 below, Franchisee shall spend monthly, throughout the term of this Agreement, not less than one and one-half percent (1.5%) of Franchisee's Gross Revenue per month on advertising for the Franchised Business in the Territory ("Local Advertising"). Franchisor may require Franchisee to allocate to a regional advertising cooperative, as described in Section 13.4, up to one-half of Franchisee's required Local Advertising expenditures.

13.2.2 Within ten (10) business days of Franchisor's request, Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's Local Advertising expenditures for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall ***not*** be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iii) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (iv) charitable, political or other contributions or donations.

13.2.3 Franchisee shall spend at least Seven Thousand Five Hundred Dollars ($7,500.00) ("Grand Opening Expenditure") on Local Advertising and promotional activities in the Territory thirty (30) days prior to and within the first thirty (30) days after the opening of the Franchised Business to promote the opening of the Franchised Business. As required by Franchisor, Franchisee shall direct all of the Grand Opening Expenditure to marketing services vendor(s) designated by Franchisor upon Franchisee's execution of the lease for the Franchised Business location. Franchisee acknowledges and agrees that Franchisor's designated vendor(s) will use reasonable commercial judgment in the conduct of marketing activities in the Territory, however, Franchisor makes no representation or warranty that such marketing activities will be successful or will yield any particular level of sales or customers for Franchisee. Franchisee hereby waives any and all claims against Franchisor related to marketing activities and the success, or lack of success, of marketing efforts by Franchisor's designated vendor(s) made on behalf of Franchisee in the Territory.

13.3 <u>Brand Fund</u>.

13.3.1 Franchisor has established a national Brand Fund (the "Brand Fund") on behalf of the System for national advertising and marketing. Franchisee is required to contribute a percentage of the Gross Revenue generated monthly by Franchisee's Franchised Business to the Brand Fund, as determined by Franchisor ("Brand Fund Contribution"). Franchisor reserves the right, in Franchisor's sole discretion and at any time and from time to time, to increase the amount of the Brand Fund Contribution to any amount not to exceed one and one-half percent (1.5%) of Franchisee's Gross Revenue. Payments will be made in the same manner and time as the Royalty Fees. If Franchisee fails to timely report Gross Revenue, then, in addition to a late fee and interest pursuant to Sections 6.3 and 6.4 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Brand Fund Contribution payable. Franchisor shall reconcile amounts when Gross Revenues are reported.

13.3.2 Franchisor shall direct all brand advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

13.3.3 Franchisor may, but has no obligation to, contribute to the Brand Fund on the same basis as Franchisee with respect to Island Fin Poke Company outlets operated by Franchisor or Franchisor's affiliates.

13.3.4 Franchisor may use the Brand Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website; and staff salaries and other personnel and departmental costs for advertising that Franchisor internally administers or prepares). While Franchisor does not intend that any part of the Brand Fund will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Brand Fund for public relations, to explain the franchise system, and/or to include a notation in any advertisement indicating "Franchises Available."

13.3.5 The Brand Fund will be operated solely as a conduit for collecting and expending the advertising contributions for the System. The Brand Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the Brand Fund and such costs and expenses pursuant Section 13.3.4. The Brand Fund and its earnings shall not otherwise inure to Franchisor's benefit.

13.3.6 In administering the Brand Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7 Although the Brand Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts equal to Franchisee's share of the total cost of cooperative advertising, in addition to required Brand Fund Contributions.

13.5 Directory Listings. At Franchisee's sole cost and expense, Franchisee must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, and with Franchisor's prior written approval, Franchisee may do cooperative listings with other System franchisees. Notwithstanding the foregoing, Franchisee may not maintain any business profile on Facebook, Instagram, Twitter, LinkedIn, YouTube or any other social media and/or networking site without Franchisor's prior written approval and use of any social media accounts shall be in strict accordance with Franchisor's requirements. Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards.

13.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within ten (10) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within ten (10) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the Island Fin Poke Company brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY

14.1 Ownership.

14.1.1. Franchisee expressly understands and acknowledges that Island Fin Poke Company ("Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor claims copyrights on certain written material used in the System, including but not limited to, forms, advertisements, promotional materials and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights are hereafter together referred to as the "Intellectual Property".

14.1.2. As between Franchisor and Franchisee, Franchisor and Licensor are the owners of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business location or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, modifications, substitutions or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "Island Fin Poke Company" and design. Franchisee shall not use the Marks as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of Island Fin Poke Franchising LLC"

14.7.2 Franchisee shall identify itself as the owner of the Franchised Business and as an independent Island Fin Poke Company franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

14.7.3 Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4 Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity or corporation.

15. INSURANCE AND INDEMNIFICATION

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

15.1.1. Liability. Commercial general liability insurance, including public liability, personal injury, advertising injury, and products liability coverage in the amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million ($2,000,000) aggregate;

15.1.2 Employment. Worker's compensation coverage in the limits required by state law, employer's liability insurance in the amount of Five Hundred Thousand Dollars ($500,000) per accident shall be carried on all of Franchisee's employees, and crime and employee dishonesty in the minimum amount of Twenty-Five Thousand Dollars ($25,000), as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

15.1.3. Property. Fire, vandalism, windstorm and hail, and extended coverage insurance for property damage with primary and excess limits of not less than the full replacement value of the leasehold improvements, equipment, furniture, fixtures, and inventory, whichever is greater.

15.1.4 Business. Business interruption insurance for a minimum of twelve (12) months, in an amount necessary to satisfy Franchisee's obligations under this Agreement and the lease for the Franchised Business location.

15.1.5 Automobile Insurance. Prior to operation of any vehicle on behalf of the Franchised

Business, Franchisee must obtain comprehensive automobile liability insurance in the amount of at least a combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000).

15.1.6 Electronic Data Processing. Coverage for damage or loss of electronic and computer equipment, media and data in an amount of not less than Ten Thousand Dollars ($10,000.00); and

15.1.7 Identity Theft, Forgery or Alteration. Coverage for identity forgery, alteration or theft in an amount of at least Two Thousand Five Hundred Dollars ($2,500.00) per loss and Two Thousand Five Hundred Dollars ($2,500.00) for expenses.

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. Franchisee shall deliver the initial Certificate of Insurance no later than ten (10) days before Franchisee opens the Franchised Business. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of ten percent (10%) of the cost for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor and their affiliates and their members, officers, agents and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees, and all required insurance policies shall contain a waiver of subrogation in favor of the additional insureds.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS ISLAND FIN POKE FRANCHISING LLC, ISLAND FIN POKE COMPANY, AND ANY OF

EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE "ISLAND FIN INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S ISLAND FIN POKE FRANCHISE, THE FRANCHISED BUSINESS, THE PRODUCTS, THE PREMISES, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE ISLAND FIN INDEMNITEES. FRANCHISEE AGREES TO PAY FOR ALL THE ISLAND FIN INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE ISLAND FIN INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE ISLAND FIN INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE ISLAND FIN INDEMNITEES HARMLESS, FRANCHSIEE WILL REIMBURSE THE ISLAND FIN INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE ISLAND FIN INDEMNITEES.

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16. TRANSFERS

16.1 Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring;

and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's locations). However, Franchisor represents that it will not convert any such acquired facilities that are operating within the Territory to an Island Fin Poke Company franchise during the Term of this Agreement.

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the food and beverage business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principals of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless it first obtains the written consent of Franchisor. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor, and be individuals of good character and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor’s Initial Management Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee has executed Franchisor’s then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6 Franchisee and the transferee and each of Franchisee’s and the transferee’s Principals shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor’s officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

16.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee’s decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor’s review at least thirty (30) days prior to a closing of the proposed Transfer;

16.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor; and

16.3.9 If consent is required, the lessor of the Franchised Business's premises consents to the assignment or further sublet of the premises to the transferee.

16.4 Transfer Fee. As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee equal to seventy-five percent (75%) of the then-current initial franchise fee; provided however, (i) for transfers to an existing franchisee in good standing with Franchisor, the transfer fee is fifty percent (50%) of the then-current initial franchise fee, (ii) for transfers of ownership interest among existing principals, shareholders or members, or to add a business entity or new shareholder or member of the Franchisee entity and such transfer does not change management control of the Franchise, the transfer fee is One Thousand Five Hundred Dollars ($1,500.00), and (iii) for a transfer to a spouse, parent or child upon death or permanent disability of Franchisee or Franchise's Principal, as the case may be, the transfer fee is Three Thousand Five Hundred Dollars ($3,500.00).

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, as the case may be, the Franchise granted by this Agreement will terminate. Accordingly, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Principal, as the case may be, shall be required to transfer Franchisee's or Franchisee's Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at Franchisor's then-current interim management support fee, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Franchisee's Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions.

17. DEFAULTS

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.2.1 fails to acquire a site for the Franchised Business, complete construction of the Franchised Business, obtain all licenses and permits before opening, or open the Franchised Business within the time and in the manner specified in Article 8.

17.2.2 falsifies any report required to be furnished Franchisor hereunder;

17.2.3 ceases to operate the Franchised Business for a period of five (5) days or more; provided, however, that this provision shall not apply if through no fault of Franchisee, the premises are damaged or destroyed by a casualty and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation.

17.2.4 loses for any cause whatsoever the right of possession of the real property on which the Franchised Business is located; provided, however, that this provision shall not apply if through no fault of Franchisee, Franchisee loses right of possession and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate the Franchised Business (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such relocation in accordance with Section 8.4.

17.2.5 fails to restore the Franchised Business location to full operation within a reasonable period time but not more than one hundred twenty (120) days from the date the Franchised Business location is rendered inoperable by any casualty, as may be extended by Franchisor in Franchisor's reasonable discretion;

17.2.6 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.7 defaults under any lease or sublease of the real property on which the Franchised Business is located;

17.2.8 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions;

17.2.9 fails to comply with the covenants in Article 15;

17.2.10 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.11 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 16.7.

17.2.12 has misrepresented or omitted material facts in applying for the Franchise;

17.2.13 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or engages in any other conduct that may harm the reputation of the System or the goodwill associated with the Marks;

17.2.14 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.15 conceals revenues, knowingly maintains false books or records, or knowingly submits any false reports;

17.2.16 creates a threat or danger to public health or safety from the construction, maintenance or operation of the Franchised Business;

17.2.17 refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.18 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.19 fails to comply with the non-competition covenants in Section 19.5;

17.2.20 defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or any renewals or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.21 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.22 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates, suppliers or landlord and does not cure such default within the time period provided in such other agreement; or

17.2.23 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.20 and/or 17.2.21;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 17.2.20.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 enter upon the Franchised Business location and exercise complete authority with respect to the operation thereof until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor ten percent (10%) of the Gross Revenue generated by the Franchised Business during Franchisor's operation thereof as compensation therefor. Further, Franchisee shall reimburse Franchisor for the full compensation paid to such representative including the cost of all fringe benefits plus all travel expenses, lodging, meals and other expenses reasonably incurred by such representative until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days' prior written notice to Franchisee to direct suppliers to stop furnishing any and all products and supplies until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

17.6 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorney's fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

18. POST-TERMINATION

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal, if any, shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current Island Fin Poke Company owner, franchisee or licensee;

18.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark, logos, copyrighted material or other intellectual property, confidential or proprietary material or indicia of an Island Fin Poke restaurant, or use any trade name, trade or service mark or other commercial symbol that suggests an association with Franchisor, Licensor, or the System. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms and any other articles, which display the Marks;

18.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation, which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

18.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and located at the Franchised Business location at the time of default;

18.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, designs, completed project signs, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to customer lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

18.1.7 comply with the non-disclosure and non-competition covenants contained in Article 19; and

18.1.8 in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to: (a) the average monthly Royalty Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) twenty-four (24) months or (ii) the number of months then remaining in the then-current term of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 18.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement.

18.2 Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any point of sale system), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

18.2.2 With respect to the options described in Sections 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Telephone Numbers. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.6, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS

19.1 Operations Manual.

19.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and any and all Principals shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Franchisee's Principals, if any, shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees'' compliance with such restrictions, terms and conditions. Franchisee, Franchisee's Principals, and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.5 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee. The replacement fee as of the date of this Agreement is Two Hundred Fifty Dollars ($250.00).

19.2 Confidential Information. Franchisee along with its Principals acknowledge and accept that during the term of this Agreement, Franchisee and any Principal will have access to Franchisor's trade secrets, including, but not limited to, recipes, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or any Principal or of which Franchisee or any Principal may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and any Principal shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee and any Principal shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or any Principal develops any new concept, process, product, recipe, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products, design or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and any Principal acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

19.5 Noncompetition Covenants. Franchisee and each Principal, if any, specifically acknowledge that, pursuant to this Agreement, Franchisee and each Principal, if any, will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, each Principal and Franchisee's managers and employees. Franchisee and each Principal, if any, acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and each Principal, if any, are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and each Principal, if any, covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and each Principal, if any, shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke Company franchisees or Franchisor-affiliated outlets.

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principals, if any, shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood within ten (10) miles of the Territory or any Island Fin Poke Company location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Island Fin Poke Company franchisees.

19.6 Reasonableness of Restrictions. Franchisee and each Principal, if any, acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee or Principals, if any, since Franchisee or Principals, as the case may be, have other considerable skills, experience and education which afford Franchisee or Principals, as the case may be, the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunctive Relief. Franchisee and each Principal, if any, acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and each Principal, if any, hereby consents to the entry of an injunction prohibiting any conduct by Franchisee or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee and each Principal, if any, expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents and Third Persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 10 as revised and updated from time to time and contained in the Manual.

20. DISPUTE RESOLUTION

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 21.7 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Arbitration.

20.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 20.4, any dispute between Franchisor and Franchisee and/or any Principal arising out of or relating to this Agreement, the Exhibits hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 20.1 or 20.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

20.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Orange County, Florida, or the offices of the American Arbitration Association, or, if Franchisor so elects, in the county where the principal place of business of Franchisee is then located.

20.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

20.3.4 The provisions of this Section 20.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

20.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone or rescind the effectiveness of any termination of this Agreement.

20.3.6 Except as expressly required by law, Franchisor, Franchisee and any Principal shall keep all aspects of any mediation and/or arbitration proceeding in confidence, and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

20.4 <u>Exceptions</u>. Notwithstanding the requirements of Sections 20.2 or 20.3, the following claims shall not be subject to mediation or arbitration:

20.4.1 Franchisor's claims for injunctive or other extraordinary relief;

20.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

20.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks;

20.4.4 disputes and controversies relating to actions to obtain possession of the premises of the Franchised Business; and

20.4.5 enforcement of Franchisee's post-termination obligations, including but not limited to, Franchisee's non-competition covenants.

20.5 Governing Law and Venue. This Agreement is made in and shall be substantially performed in the State of Florida. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Florida. Franchisee and Principals, except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Florida. Franchisee and Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.6 Mutual Benefit. Franchisee, each Principal, if any, and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Franchisee, Principals, if any, and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.7 Waiver of Jury Trial and Certain Damages. Franchisee and each Principal hereby waive, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

20.8 Limitations of Claims. Any and all claims asserted by Franchisee arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Franchisee knew or should have known of the facts giving rise to such claims.

20.9 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Franchisee concerning the operation, enforcement, construction or interpretation of this

Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

21. GENERAL

21.1 Independent Licensee. Franchisee is and shall be an independent licensee under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorney's fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs or judgments against Franchisor arising out of any allegation of an agent, partner or employment relationship.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principals, if any, in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, provided that nothing in this Agreement is intended to disclaim the representations made to Franchisee in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

21.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and any Principals shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.8 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than at the Franchised Business location shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Franchised Business location.

21.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article 17 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

21.10. Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Florida, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Addenda, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.12 Survival. Any obligation of Franchisee or any Principal that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or any Principal therein shall be deemed to survive such termination, expiration or transfer.

21.13 Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent performance is beyond such party's reasonable control and only while such cause is continuing: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, government acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy. Franchisor and Franchisee acknowledge and agree that Force Majeure shall not include (i) financial distress nor the inability of either party to make a profit or avoid financial loss, (ii) changes in market prices or conditions, or (iii) a party's financial inability to perform its obligations under this Agreement.

22. **ACKNOWLEDGMENTS**. Franchisee shall acknowledge the truthfulness of the statements contained in Attachment 1 hereto. Franchisee's acknowledgements are an inducement for Franchisor to enter into this Agreement. Franchisee shall immediately notify Franchisor, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect.

-Remainder of Page Intentionally Blank-

The parties hereto have executed this Franchise Agreement in triplicate the day and year first above written.

FRANCHISOR:
ISLAND FIN POKE FRANCHISING LLC

By:____________________________
Name: Mark Setterington
Title: CEO

FRANCHISEE:
____

By:____________________________
Name:__________________________
Title:___________________________

PRINCIPAL:

____
Name:__________________________

PRINCIPAL:

____
Name:__________________________

ATTACHMENT 1

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

______
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

______
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

______
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

______
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____ Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____ Initial

7. Franchisee acknowledges that it has received the Island Fin Poke Franchising LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____ Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____ Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____ Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____ Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not

warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE ISLAND FIN POKE FRANCHISING LLC, ISLAND FIN POKE COMPANY, AND ANY OF EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

FRANCHISEE:

____

By:________________________

_____________,_____________
(Print Name, Title)

Date:_____________________

PRINCIPAL:

____

____
(Print Name)

Date: ____________________________

PRINCIPAL:

____

____
(Print Name)

Date: ____________________________

ATTACHMENT 2

Service Mark:

ATTACHMENT 3

TERRITORY DESCRIPTION AND APPROVED LOCATION

**TERRITORY AND ADDRESS TO BE DETERMINED AND INSERTED AFTER AN APPROVED LOCATION IS DETERMINED IN/AROUND ____________________.

Territory (insert map and/or define by zip codes):

Radius = ___ miles

Approved Location Address:

____

____

____

ATTACHMENT 4

GENERAL RELEASE

____ ("Franchisee") and its principal(s):

____

____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless Island Fin Poke Franchising LLC ("Franchisor") and Franchisor's affiliates, officers, directors, members, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated ____________________ ______, between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

The foregoing Release is executed as of ____________________________.

FRANCHISEE:

____

By:_____________________________

Name:___________________________

Title:___________________________

PRINCIPAL:

____

Name:___________________________

PRINCIPAL:

____

Name:___________________________

ATTACHMENT 5

AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: **Island Fin Poke Franchising LLC**

I (We) hereby authorize Island Fin Poke Franchising LLC, hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name:__________________________________Branch: ___________________

City:_________________________State:_________Zip:__________Phone: ___________________

ACH/Routing Number:_____________________________Account Number:___________________________
(Nine Digits)

This authorization is to remain in full force and effect until Franchisor has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 6 and 18 of the Franchise Agreement.

________________________________	________________________________
Print Franchisee / Account Holder Name	Print Franchisee/Co-Account Holder Name
________________________________	________________________________
Franchisee/ Account Holder Signature-Date	Franchisee/Co-Account Holder Signature-Date
________________________________	________________________________
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to:

Island Fin Poke Franchising LLC
276 Saxony Court
Winter Springs, Florida 32708
Phone #: 702-755-1258

ATTACHMENT 6

CONDITIONAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned _____________________________________ ______ ("Assignor") hereby assigns and transfers to Island Fin Poke Franchising LLC, a Florida limited liability company, with a notice address of 276 Saxony Court, Winter Springs, Florida, 32708 ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which shall be attached hereto (the "Lease") respecting premises commonly known as ____ _____________________________________. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that Assignor has full power and authority to so assign the Lease and Assignor's interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of Assignor's interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement for an Island Fin Poke Company outlet between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

DATED:_________________ By:___________________________

CONSENT AND AGREEMENT OF LANDLORD

to that Conditional Assignment of Lease from ______________________________ (Assignor) to Island Fin Poke Franchising LLC (Assignee) dated _________________________________, for the property known as ____.

The undersigned Landlord under the aforedescribed Lease further hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within thirty (30) days after delivery by Landlord of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Conditional Assignment and agrees that if Assignee takes possession of the premises demised by the Lease and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30)day period the non-monetary defaults, if any, of Assignor under the Lease;

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Landlord and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise.

(e) Permits Assignee to enter upon the premises without being guilty of trespass or any other crime or tort to de-identify the premises as an Island Fin Poke Company outlet if tenant fails to do so following termination of the Franchise Agreement or Lease, provided that Assignee shall repair any damage caused thereby.

DATED: _________________ LANDLORD:

By:___________________________________

___________________,___________________
(Name, Title)

ATTACHMENT 7

INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of ________________ (the "Effective Date") by and between Island Fin Poke Franchising LLC, a Florida limited liability company (the "Franchisor"), and __________________________, a __________________ (the "Franchisee").

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Island Fin Poke business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, and use telephone listings linked to the Island Fin Poke brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Accounts**

2.1 Interest in Websites, Social Media Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Electronic Advertising: (i) to transfer all of Franchisee's interest in such Electronic Advertising to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic

Advertising, Franchisee will immediately direct the Internet Companies to terminate such Electronic Advertising or will take such other actions with respect to the Electronic Advertising as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the application of Florida conflict of law rules.

-Remainder of Page Intentionally Blank-

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

ISLAND FIN POKE FRANCHISING LLC

By:____

__________________, ______________________
(Print Name, Title)

FRANCHISEE:

____

By:____

_______________________,_________________
(Print Name, Title)

PRINCIPAL:

____

____
(Print Name)

PRINCIPAL:

____

____
(Print Name)

ATTACHMENT 8

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY

Name	Percentage of Ownership

ATTACHMENT 9

SPOUSAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on ____ (the "Effective Date"), to Island Fin Poke Franchising LLC, a Florida limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with ____ ______, a(n) _______________________________________, ______________________________ and __________________________________ (collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

____
Print Name:___________________________
Print Address:_________________________
____
____

ATTACHMENT 10

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this ___________________________________, by _________________________________ ______________________________, a(n) ____ __________________ ("Franchisee"), a franchisee of Island Fin Poke Franchising LLC, a Florida limited liability company ("Franchisor"), and ____________________________________, an individual ("Covenantor"), in connection with a franchise agreement.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated ______ ______________________________ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "Island Fin Poke Company" and design mark, and certain proprietary products, services, promotions and methods (the "System") for the establishment and operation of Franchised Business outlets;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Island Fin Poke Company operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Island Fin Poke Company outlet or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for two (2) years thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the Island Fin Poke Company System to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational or supervisory capacity in any restaurant or food service business featuring Hawaiian-style poke or similarly prepared fish or seafood within ten (10) miles of Franchisee's restaurant or any Island Fin Poke Company location.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified in Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure of Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REFERENCE TO FLORIDA CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE

JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF FLORIDA. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY FLORIDA OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN FLORIDA; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee: ________________________________
____

If directed to Covenantor: ________________________________
____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:
____

By:____________________________
Name:__________________________
Title:___________________________

COVENANTOR:

____
Name:__________________________

EXHIBIT D

FINANCIAL STATEMENTS

ISLAND FIN POKE FRANCHISING LLC

December 31, 2020
December 31, 2019
December 31, 2018

ISLAND FIN POKE FRANCHISING, LLC.

Financial Statements

December 31, 2020

(With Independent Auditors' Report Thereon)

SMITH, BUZZI & ASSOCIATES, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
9425 SUNSET DRIVE, SUITE 180
MIAMI, FLORIDA 33173
TEL. (305) 598-6701
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.
JOSE E. SMITH, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
Island Fin Poke Franchising, LLC.

Report on the Financial Statements

We have audited the accompanying financial statements of Island Fin Poke Franchising, LLC., which comprise the balance sheet as of December 31, 2020 and the related statements of operations and member's equity and cash flows for the year then ended 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 consolidated 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Island Fin Poke Franchising, LLC., as of December 31, 2020 and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Smith, Buzzi & Associates, LLC.

Miami, Florida
March 3, 2021

ISLAND FIN POKE FRANCHISING, LLC.

Balance Sheet

December 31, 2020

Assets

Cash	$ 112,359
Due from affiliate	72,959
Other assets	8,345
Organizational costs, net of $7,204 in Accumulated amortization	46,821
Total assets	$ 240,484

Liabilities and Members' Equity

Liabilities	$ 18,616
Members' Equity	221,868
Total Members' Equity	221,868
Total Liabilities and Members' Equity	$ 240,484

See accompanying notes to financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Operations and Members' Equity

For the Year Ended December 31, 2020

Revenues:	
Franchise revenues and sales	$ 321,625
Area representation deal sales	150,000
Total revenues	471,625
Interest income	-
Total operating income	471,625
Expenses:	
Franchise commission and broker fees	290,311
Marketing and advertising	66,795
Professional fees	35,662
Bank and other fees	25
Computer and internet fees	5,700
Franchise conference expense	6,093
Amortization expense	3,602
Office expenses and other	3,882
Travel and entertainment	18,954
Taxes and licenses	2,806
Total expenses	433,830
Net income (loss)	37,795
Contributions, net	-
Members' Equity, beginning of year	184,073
Members' Equity, end of year	$ 221,868

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Cash Flows

For the Year Ended December 31, 2020

Cash flows from operating activities:	
Net income (loss)	$ 37,795
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization	3,602
Due from affiliates	(5,351)
Other assets	(8,345)
Accounts payable	17,365
Net cash provided by operating activities	45,066
Cash flows from financing activities:	
Contributions from members, net	-
Net cash provided by financing activities	-
Net increase in cash and cash equivalents	45,066
Cash and cash equivalents, beginning of year	67,293
Cash and cash equivalents, end of year	$ 112,359
Supplementary disclosure of cash flow information:	
Cash paid during the year for:	
Interest	$ -
Income taxes	$ -
Non cash transactions:	
Contribution of franchise agreements from members	$ -

See accompanying notes to financial statements.

1. ***Summary of Significant Accounting Policies***

Island Fin Poke Franchising, LLC. ("Company") was formed in the State of Florida in March 2018 and commenced operations on September 28, 2018. The principal purpose of the Company is to offer and sell franchises that provide flavorful island-style poke bowls using local, sustainable and seasonal ingredients.

a) ***Method of Accounting***

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

b) ***Property and Equipment***

Property and equipment are stated at cost. Depreciation is computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation is computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

c) ***Franchise Revenues***

Income consists of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with and has adopted the provisions of Statement of Financial Accounting Standards ASC 606, Revenues from Contracts with Customers ("ASC 606") which allows that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial franchise fee is distinct from the franchise license. Other components of the fee are deferred and recognized as other obligations of the agreement or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise.

The individual franchise agreements typically have a 7 to 10 year initial term, but provide the franchisee with an opportunity to enter into two successive 5 year renewal terms subject to certain conditions.

1. ***Summary of Significant Accounting Policies* – (Cont.)**

c) ***Franchise Revenues* – (Cont.)**

The Company recognizes revenue when all of the following four criteria are met:

- persuasive evidence of a sales arrangement exists
- all material obligations have been provided
- the sales price is fixed or determinable and
- collectability is probable

Deferred revenue represents cash received from franchisees for franchise fees and area development fees for which revenue recognition criteria has not been met.

d) ***Accounts Receivable***

Trade accounts receivable consist of amounts due for franchise sales, are carried at their estimated collectible amounts and trade credit generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectibility based on past credit history with customers and their current financial condition.

The Company uses the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of December 31, 2020, a total of $0 in accounts were reserved.

e) ***Income Taxes***

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

The Company follows the provisions of Accounting Standards Codification 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements, and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. It also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

1. ***Summary of Significant Accounting Policies*** ***– (Cont.)***

e) ***Income Taxes*** ***– (Cont.)***

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in the financial statements. The evaluation was performed for the tax year ended December 31, 2020, 2019 and 2018, the tax years which remain subject to examination by major tax jurisdictions as of December 31, 2020.

f) ***Cash Flows***

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

g) ***Pervasiveness of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the balance sheet, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from estimates.

h) ***Long-Lived Assets***

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) ***Concentrations, Risks and Uncertainties***

Financial instruments which subject the Company to concentrations of credit risk include cash and cash equivalents. The Company maintains its cash in well-known financial institutions selected based upon management’s assessment of the financial institution’s financial stability.

1. *Summary of Significant Accounting Policies* – *(Cont.)*

j) *Fair Value*

The Company follows ASC 820-10, "Fair Value Measurements". ASC 820-10 provides a definition of fair value, establishes a framework for measuring fair value under Generally Accepted Accounting Principles ("GAAP") and requires expanded disclosure about fair value measurements. The standard applies when GAAP requires or allows assets or liabilities to be measured at fair value and, therefore, does not expand the use of fair value in any new circumstance. The fair value of financial instruments to be classified as assets or liabilities including cash and trademarks approximate carrying value, principally because of the short maturity of those items.

2. *Accounts Receivable*

At December 31, 2020, the Company is owed $0 from the sale of franchises. Management constantly evaluates balances due for assessing collectability.

3. *Due from Affiliate*

During 2020, the Company transferred/advanced a total of $72,959 to its parent company. These amounts have no definite date of repayment and are non-interest bearing.

4. *Organizational costs, net*

The Company has disbursed $54,025 to vendors for costs incurred to develop an infrastructure. Amortization on these costs is computed over a 15 year period. Amortization expense was $3,602 for 2020 and accumulated amortization was $7,204 at December 31, 2020. The balance in organizational costs, net at December 31, 2020 was $46,821.

5. *Property and Equipment*

Property and equipment at December 31, 2020, consists of the following:

Computer	$ -
Office furniture and equipment	-
	-
Less accumulated depreciation	-
	$ -

Depreciation expense for the year ended on December 31, 2020 amounted to $0.

6. Franchise Sales and Agreements

The Company began offering franchises in 2018. As of December 31, 2020, a total of twenty-four (24) franchises have been recorded as sold of which ten (10) were sold during fiscal year 2020.

The Company enters into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

7. Covid-19

In early March 2020, the World Health Organization declared the outbreak of the Covid-19 virus a pandemic. Normal business continuity/operations have been and could continue to be impacted for months as significant and unprecedented measures are taken to mitigate the consequences of the pandemic. Management is continually monitoring the situation and evaluating its options during this time. Resulting economic uncertainties have arisen which may negatively affect the results of operations or other impacts whose effect is unknown at this time. No adjustments have been made to these financial statements as a result of this uncertainty.

8. Subsequent Events

Management has evaluated subsequent events through March 3, 2021, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Financial Statements

December 31, 2019

(With Independent Auditors' Report Thereon)

SMITH, BUZZI & ASSOCIATES, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
9425 SUNSET DRIVE, SUITE 180
MIAMI, FLORIDA 33173
TEL. (305) 598-6701
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.
JOSE E. SMITH, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
Island Fin Poke Franchising, LLC.

Report on the Financial Statements

We have audited the accompanying financial statements of Island Fin Poke Franchising, LLC., which comprise the balance sheet as of December 31, 2019 and the related statements of operations and member's equity and cash flows for the year then ended 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 consolidated 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Island Fin Poke Franchising, LLC., as of December 31, 2019 and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Smith, Buzzi & Associates, LLC.

Miami, Florida
February 27, 2020

ISLAND FIN POKE FRANCHISING, LLC.

Balance Sheet

December 31, 2019

Assets	
Cash	$ 67,293
Due from affiliate	67,608
Organizational costs, net of $3,602 in Accumulated amortization	50,423
Total assets	$ 185,324
Liabilities and Members' Equity	
Liabilities	$ 1,251
Members' Equity	184,073
Total Members' Equity	184,073
Total Liabilities and Members' Equity	$ 185,324

See accompanying notes to financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Operations and Members' Equity

For the Year Ended December 31, 2019

Revenues:	
Franchise revenues and sales	$ 578,940
Franchisee location royalties	8,279
Total revenues	587,219
Interest income	-
Total operating income	587,219
Expenses:	
Franchise commission fees	402,618
Marketing and advertising	9,132
Professional fees	18,372
Bank and other fees	80
Amortization expense	3,602
Office expenses and other	2,090
Travel and entertainment	7,629
Taxes and licenses	954
Total expenses	444,477
Net income (loss)	142,742
Contributions, net	-
Members' Equity, beginning of year	41,331
Members' Equity, end of year	$ 184,073

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Cash Flows

For the Year Ended December 31, 2019

Cash flows from operating activities:	
Net income (loss)	$ 142,742
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization	3,602
Due from affiliates	(67,608)
Other assets	(54,025)
Accounts payable	705
Net cash provided by operating activities	25,416
Cash flows from financing activities:	
Contributions from members, net	-
Net cash provided by financing activities	-
Net increase in cash and cash equivalents	25,416
Cash and cash equivalents, beginning of year	41,877
Cash and cash equivalents, end of year	$ 67,293
Supplementary disclosure of cash flow information:	
Cash paid during the year for:	
Interest	$ -
Income taxes	$ -
Non cash transactions:	
Contribution of franchise agreements from members	$ -

See accompanying notes to financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Notes to Financial Statements

December 31, 2019

1. ***Summary of Significant Accounting Policies***

Island Fin Poke Franchising, LLC. ("Company") was formed in the State of Florida in March 2018 and commenced operations on September 28, 2018. The principal purpose of the Company is to offer and sell franchises that provide flavorful island-style poke bowls using local, sustainable and seasonal ingredients.

a) ***Method of Accounting***

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

b) ***Property and Equipment***

Property and equipment are stated at cost. Depreciation is computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation is computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

c) ***Franchise Revenues***

Income consists of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with and has adopted the provisions of Statement of Financial Accounting Standards ASC 606, Revenues from Contracts with Customers ("ASC 606") which allows that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial franchise fee is distinct from the franchise license. Other components of the fee are deferred and recognized as other obligations of the agreement or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise.

1. ***Summary of Significant Accounting Policies*** – (Cont.)

d) ***Accounts Receivable***

Trade accounts receivable consist of amounts due for franchise sales, are carried at their estimated collectible amounts and trade credit generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectibility based on past credit history with customers and their current financial condition.

The Company uses the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of December 31, 2019, a total of $0 in accounts were reserved.

e) ***Income Taxes***

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

The Company follows the provisions of Accounting Standards Codification 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements, and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. It also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in the financial statements. The evaluation was performed for the tax year ended December 31, 2019 and 2018, the tax years which remain subject to examination by major tax jurisdictions as of December 31, 2019.

f) ***Cash Flows***

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

1. ***Summary of Significant Accounting Policies*** – *(Cont.)*

g) ***Pervasiveness of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the balance sheet, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from estimates.

h) ***Long-Lived Assets***

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) ***Concentrations, Risks and Uncertainties***

Financial instruments which subject the Company to concentrations of credit risk include cash and cash equivalents. The Company maintains its cash in well-known financial institutions selected based upon management's assessment of the financial institution's financial stability.

j) ***Fair Value***

The Company follows ASC 820-10, "Fair Value Measurements". ASC 820-10 provides a definition of fair value, establishes a framework for measuring fair value under Generally Accepted Accounting Principles ("GAAP") and requires expanded disclosure about fair value measurements. The standard applies when GAAP requires or allows assets or liabilities to be measured at fair value and, therefore, does not expand the use of fair value in any new circumstance. The fair value of financial instruments to be classified as assets or liabilities including cash and trademarks approximate carrying value, principally because of the short maturity of those items.

2. ***Franchisee Supplies***

Franchisee's purchase the initial and on-going inventory needed for the operation of their business directly from the Company. The Company is expected to maintain sufficient inventory for all products offered, for immediate delivery to new and existing franchisees. The Company started offering franchises in 2018. Franchisee related inventory or supplies were not considered at the time of this audit.

3. ***Accounts Receivable***

At December 31, 2019, the Company is owed $0 from the sale of franchises. Management constantly evaluates balances due for assessing collectability.

4. ***Due from Affiliate***

During 2019, the Company transferred/advanced a total of $67,608 to its parent company. These amounts have no definite date of repayment and are non-interest bearing.

5. ***Property and Equipment***

Property and equipment at December 31, 2019, consists of the following:

Computer	$ -
Office furniture and equipment	-
	-
Less accumulated depreciation	-
	$ -

Depreciation expense for the year ended on December 31, 2019 amounted to $0.

6. ***Franchise Sales and Agreements***

The Company began offering franchises in 2018. As of December 31, 2019, a total of fourteen (14) franchises have been recorded as sold during fiscal year 2019.

The Company enters into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

7. ***Subsequent Events***

Management has evaluated subsequent events through February 27, 2020, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Financial Statements

December 31, 2018

**(With Independent Auditors'
Report Thereon)**

SMITH, BUZZI & ASSOCIATES, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
9425 SUNSET DRIVE, SUITE 180
MIAMI, FLORIDA 33173
TEL. (305) 598-6701
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.
JOSE E. SMITH, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
Island Fin Poke Franchising, LLC.

Report on the Financial Statements

We have audited the accompanying financial statements of Island Fin Poke Franchising, LLC., which comprise the balance sheet as of December 31, 2018 and the related statements of operations and member's equity and cash flows for the period then ended 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 consolidated 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Island Fin Poke Franchising, LLC., as of December 31, 2018 and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

Smith, Buzzi & Associates, LLC.

Miami, Florida
February 5, 2019

ISLAND FIN POKE FRANCHISING, LLC.

Balance Sheet

December 31, 2018

Assets	
Cash	$ 41,877
Total assets	$ 41,877
Liabilities and Members' Equity	
Liabilities	$ 546
Members' Equity	41,331
Total Members' Equity	41,331
Total Liabilities and Members' Equity	$ 41,877

See accompanying notes to financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Operations and Members' Equity

For the Period from September 28, 2018 (commencement of operations) through December 31, 2018

Revenues:	
Franchise revenues and sales	$ 70,000
Franchisee location royalties	-
Total revenues	70,000
Interest income	-
Total operating income	70,000
Expenses:	
Franchise commission fees	35,500
Marketing and advertising	276
Professional fees	3,296
Bank and other fees	35
Franchise renewal fees	-
Office expenses	545
Travel and entertainment	84
Commissions	-
Total expenses	39,736
Net income (loss)	30,264
Contributions, net	-
Members' Equity, beginning of period	11,067
Members' Equity, end of period	$ 41,331

ISLAND FIN POKE FRANCHISING, LLC.

Statement of Cash Flows

For the Period from September 28, 2018 (commencement of operations) through December 31, 2018

Cash flows from operating activities:	
Net income (loss)	$ 30,264
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	-
Current liabilities	546
Net cash provided by operating activities	30,810
Cash flows from financing activities:	
Contributions from members, net	-
Net cash provided by financing activities	-
Net increase in cash and cash equivalents	30,810
Cash and cash equivalents, beginning of period	11,067
Cash and cash equivalents, end of period	$ 41,877
Supplementary disclosure of cash flow information:	
Cash paid during the period for:	
Interest	$ -
Income taxes	$ -
Non cash transactions:	
Contribution of franchise agreements from members	$ -

See accompanying notes to financial statements.

ISLAND FIN POKE FRANCHISING, LLC.

Notes to Financial Statements

December 31, 2018

1. ***Summary of Significant Accounting Policies***

Island Fin Poke Franchising, LLC. ("Company") was formed in the State of Florida in March 2018 and commenced operations on September 28, 2018. The principal purpose of the Company is to offer and sell franchises that provide flavorful island-style poke bowls using local, sustainable and seasonal ingredients.

a) ***Method of Accounting***

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

b) ***Property and Equipment***

Property and equipment are stated at cost. Depreciation is computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation is computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

c) ***Franchise Revenues***

Income consists of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards No. 45, which requires that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, only when all material services or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise.

1. ***Summary of Significant Accounting Policies*** *– (Cont.)*

d) ***Accounts Receivable***

Trade accounts receivable consist of amounts due for franchise sales, are carried at their estimated collectible amounts and trade credit generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectibility based on past credit history with customers and their current financial condition.

The Company uses the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of December 31, 2018, a total of $0 in accounts were reserved.

e) ***Income Taxes***

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

The Company follows the provisions of Accounting Standards Codification 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements, and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. It also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in the financial statements. The evaluation was performed for the tax year ended December 31, 2018, the only tax year which remains subject to examination by major tax jurisdictions as of December 31, 2018.

f) ***Cash Flows***

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

1. ***Summary of Significant Accounting Policies*** *– (Cont.)*

g) ***Pervasiveness of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

Making estimates requires management to exercise significant judgment. It is at least reasonably possible that the estimate of the effect of a condition, situation or set of circumstances that existed at the date of the balance sheet, which management considered in formulating its estimate could change in the near term due to one or more future confirming events. Accordingly, the actual results could differ significantly from estimates.

h) ***Long-Lived Assets***

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) ***Concentrations, Risks and Uncertainties***

Financial instruments which subject the Company to concentrations of credit risk include cash and cash equivalents. The Company maintains its cash in well-known financial institutions selected based upon management's assessment of the financial institution's financial stability.

j) ***Fair Value***

The Company follows ASC 820-10, "Fair Value Measurements". ASC 820-10 provides a definition of fair value, establishes a framework for measuring fair value under Generally Accepted Accounting Principles ("GAAP") and requires expanded disclosure about fair value measurements. The standard applies when GAAP requires or allows assets or liabilities to be measured at fair value and, therefore, does not expand the use of fair value in any new circumstance. The fair value of financial instruments to be classified as assets or liabilities including cash and trademarks approximate carrying value, principally because of the short maturity of those items.

2. ***Franchisee Supplies***

Franchisee's purchase the initial and on-going inventory needed for the operation of their business directly from the Company. The Company is expected to maintain sufficient inventory for all products offered, for immediate delivery to new and existing franchisees. The Company started offering franchises in 2018. Franchisee related inventory or supplies were not considered at the time of this audit.

3. ***Accounts Receivable***

At December 31, 2018, the Company is owed $0 from the sale of franchises. Management constantly evaluates balances due for assessing collectability.

4. ***Property and Equipment***

Property and equipment at December 31, 2018, consists of the following:

Computer	$ -
Office furniture and equipment	-
	-
Less accumulated depreciation	-
	$ -

Depreciation expense for the period ended on December 31, 2018 amounted to $0.

5. ***Franchise Sales and Agreements***

The Company began offering franchises in 2018. As of December 31, 2018, a total of two (2) franchises have been recorded as sold during the period.

The Company enters into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

6. ***Subsequent Events***

Management has evaluated subsequent events through February 5, 2019, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

EXHIBIT E

ISLAND FIN POKE OPERATIONS MANUAL

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EXHIBIT F

AREA REPRESENTATIVE BUSINESSES AS OF DECEMBER 31, 2020

Area Represenative	Individual Contact	Address	City/State	Phone
Pelagic Hospitality Group, LLC	Matthew McNulty	1901 Iowa Avenue NE	St. Petersburg, FL	727-415-1201

Former Area Representatives

that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

None.

EXHIBIT G

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

The Department for Business Oversight for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

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

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

3. Item 3 is amended to add:

   Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. Item 17 is amended to state:

   (a) California Business and Professions Code Sections 2000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

   (c) The Area Representative Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

6. You must sign a general release 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).

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

8. The Area Representative Agreement requires binding arbitration. The arbitration will occur in Orange County, Florida, with the costs being borne equally by both parties. Prospective area representatives 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.

9. The Area Representative Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

10. The Area Representative Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

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

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

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

The State Risk Factor Page is hereby revised to include the following Risk Factor:

> **Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely on the information provided by a franchise broker about a franchise. Do your own

investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

In the State of Washington, the franchisor has secured a Surety Bond in the amount of $100,000 from Travelers Casualty and Surety Company of America. This Surety Bond requirement has been imposed by the Department of Financial Institutions Securities Division based on the franchisor's financial condition.

AMENDMENT TO THE AREA REPRESENTATIVE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

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

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

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

Section 14.3.6 of the Area Representative Agreement is hereby amended to delete Area Representative's indemnification obligation upon transfer. Area Representative shall have no obligation to indemnify Franchisor against claims by the transferee.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:

ISLAND FIN POKE FRANCHISING LLC

By:____

Mark Setterington, CEO
(Print Name, Title)

FRANCHISEE:

____

By:____

_________________________, __________________
(Print Name, Title)

PRINCIPAL:

____

____
(Print Name)

PRINCIPAL:

____

____
(Print Name)

AMENDMENT TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

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

Section 16.3.6 of the Franchise Agreement is hereby amended to state Franchisee's obligation to indemnify Franchisor against claims by the transferee shall last for a period of one (1) year following the transfer.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:

ISLAND FIN POKE FRANCHISING LLC

By:____

Mark Setterington, CEO
(Print Name, Title)

FRANCHISEE:

____

By:____

__________________________, ___________________
(Print Name, Title)

PRINCIPAL:

____

____
(Print Name)

PRINCIPAL:

____

____
(Print Name)

STATE EFFECTIVE DATES – 2020

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

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	Pending
Washington	Pending

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

EXHIBIT H

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Island Fin Poke Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Island Fin Poke Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Mark Setterington 276 Saxony Court Winter Springs, FL 32708 702-755-1258	Cliff Nonnenmacher 276 Saxony Court Winter Springs, FL 32708 702-755-1258

Issuance Date: April 15, 2021

I received a Disclosure Document dated ________________, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Area Representative Agreement with Attachment 1 - 8
EXHIBIT C: Franchise Agreement with Attachments 1 – 10
EXHIBIT D: Financial Statements of Island Fin Poke Franchising LLC
EXHIBIT E: Operations Manual Table of Contents
EXHIBIT F: Outlets as of the date of this Disclosure Document
EXHIBIT G: State Addenda
EXHIBIT H: Receipt

Date Received: ______________________ DATE:_____________________________________
(If other than date signed)

____
(Signature of recipient)
Print Name:______________________________

Print Address:____________________________
____

Please return signed receipt to Island Fin Poke Franchising, LLC,
276 Saxony Court
Winter Park, Florida 32708

EXHIBIT H

RECEIPT

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Date Received: ______________________
(If other than date signed)

DATE:_____________________________________

____
(Signature of recipient)
Print Name:_______________________________

Print Address:_____________________________
____

KEEP FOR YOUR RECORDS