STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in Your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISKS FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES RELATING TO OUR MARKS OR INVOLVING INJUNCTION RELIEF BY LITIGATION ONLY IN ORANGE COUNTY, CALIFORNIA. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE ALL OTHER DISPUTES WITH US BY ARIBITRAITON ONLY IN ORANGE COUNTY, CALIFORNIA. OUT OF STATE LITIGATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE OR ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN HOME STATE.

~~2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE THE RESTAURANT IS LOCATED GOVERNS THE AGREEMENT.~~

~~3~~2. ALL OWNERS OF THE FRANCHISE MUST TO EXECUTE PERSONAL GUARANTEES. THIS GUARANTEE PLACES YOUR AND, IF YOU LIVE IN A COMMUNITY PROPERTY STATE, YOUR SPOUSE'S MARITAL ASSETS, INCLUDING YOUR HOME AT RISK IF YOUR FRANCHISE FAILS.

~~4~~3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents Us, not You. We pay this person a fee for selling our franchise or referring You to Us. You should be sure to do Your own investigation of the franchise.

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ITEM 12. TERRITORY

You must operate Your Restaurant at a specific location selected by You and approved by Us. You must receive Our prior written approval before relocating the Restaurant. Any request to relocate Your Restaurant will be either approved or denied within 90 days of Our receipt of all relevant information. We may approve the relocation of Your Restaurant in certain limited circumstances, such as loss of the location due to condemnation, eminent domain.

You will not receive an exclusive territory and You may face competition from other franchisees, from outlets that We own, or from other channels of distribution or competitive brands that We control.

However, unless Your Restaurant is in a "high density area" (as defined below), We will not establish another THE KRAVE KOBE BURGER GRILL Restaurant within two (2) miles of Your Restaurant (the "Protected Area", except for one or more "**Non-traditional Venue"** restaurants.

~~You will have the right and obligation to operate and maintain Your Restaurant within a designated geographic area as described in this Item 12 (Your "**Protected Area**").~~

~~We agree that unless Your Restaurant is in a "**high density area**" (as defined below), We will not establish another THE KRAVE KOBE BURGER GRILL Restaurant within two (2) miles of Your Restaurant except for one or more "**Non-traditional Venue"** restaurants.~~

"**Non-Traditional Venue"** means a site or location within another primary business or at institutional settings such as schools, colleges and universities, military and other governmental facilities, hospitals or other health care facilities, hotels, limited access highways, shopping malls, airports, toll roads, office or in-plant food facilities, sports arenas and stadiums, supermarkets, grocery stores or convenience stores

We have the discretion to determine what is to be considered a "**high density area**", which will typically be an area with a high degree of pedestrian traffic, such as a downtown portion of an urban area with high rise commercial buildings or a densely populated residential area with primarily multi-family or apartment units. If Your Restaurant is located within a "high density area", then You and We will agree on the Protected A~~a~~rea, if any, in which You will have.~~ the above territorial protection.~~

The Franchise Agreement will not grant You any options, rights of first refusal or similar rights to acquire additional franchises within Your Protected Territory or contiguous areas. There is no minimum sales quota. You maintain rights to Your ~~exclusive~~ territory even though the population increases. Your territorial rights are not dependent upon achievement of a certain sales volume, market penetration or any other contingency, and it will not be altered except by mutual consent.

~~You must receive Our prior written approval before relocating the Restaurant. Any request to relocate Your Restaurant will be either approved or denied within 90 days of Our receipt of all relevant information. We may approve the relocation of Your Restaurant in certain limited circumstances, such as loss of the location due to condemnation, eminent domain~~ destruction, or loss of Your right of possession for reasons not caused by You.

~~We reserve all rights not expressly granted in the Franchise Agreement.~~

~~You will not receive an exclusive territory and You may face competition from other franchisees, from outlets that We own, or from other channels of distribution or competitive brands that We control.~~

We reserve all rights not expressly granted in the Franchise Agreement. The Franchise Agreement does not restrict Us from operating or authorizing others to operate other franchises or Company-owned Restaurants or other channels of distribution, at any location, from selling or leasing similar products or services under a name other than THE KRAVE KOBE BURGER GRILL. Neither We nor any Affiliate has established or presently intends to establish Restaurants under a different trade name or trademark, but We reserve the right to do so.

We have the sole and exclusive right to produce, license, distribute and market products using the Marks or other marks (such as pre-packaged products, beverages; books; clothing, souvenirs and novelty items) through any outlet anywhere and through any distribution channels We reserve the right to use or license others to use Our name and other trademarks to distribute pre-packaged products. You will not receive any of these rights. We are not required to pay You for soliciting or accepting orders from inside Your territory.

There are no restrictions on Your advertising, except that You may not advertise independently on the World Wide Web or outside Your Protected Area, and You may not maintain any Website or any presence on the Internet without Our prior written consent. Your advertising must be approved by Us, as stated in Item 11 above.

Area Development Agreement.

During the term of an Area Development Agreement, We will not license or allow any other party to open a THE KRAVE KOBE BURGER GRILL Restaurant within Your Development Territory (except for one or more "**Non-traditional Venue"** restaurants (defined above) or pursuant to the first refusal rights contained in Your Franchise Agreement.

If You materially breach the Area Development Agreement and it is terminated, We will have full rights to franchise other parties to operate Restaurants within what was Your Territory or to operate Restaurants Ourselves within that Territory.

If before the end of the term You have opened all of the Restaurants required by the Area Development Agreement and We decide that one or more additional Restaurants should be developed within Your Territory, You will have the right of first refusal for the additional Restaurant(s).

If We acquire a chain of Restaurants with the intention of converting them to Restaurants using Our Marks, You will have a right of first refusal to purchase and convert any of those Restaurants within Your Territory. Each Restaurant developed under the ADA will have the same territory rights and protections as defined above in this Item 12 and pursuant to the Restaurant's Franchise Agreement.

ITEM 13. TRADEMARKS

You will receive the right to operate a Restaurant under the name THE KRAVE KOBE BURGER GRILL. You may also use other current or future Marks as We designate to operate Your Restaurant. By Marks, We mean trade names, trademarks, service marks and logos used to identify and operate Your business. The following Marks have been registered on the United States Patent and Trademark Office ("**USPTO**") Principal Register:

Mark	Registration Number	Date
THE KRAVE KOBE BURGER GRILL (with design)	4512313	4/8/2014
THE KRAVE KOBE BURGER GRILL	4569185	7/15/2014

The above Marks are owned by Our Affiliate, Krave Kobe Burger Grill, Inc. ("Company"). Company ~~owns the above marks and~~ has licensed Us the sole use of the Marks in a written license agreement. Company may terminate Our license agreement for cause if We commit and do not cure defaults under the license agreement. Our franchisees will automatically become direct licensees of Company if Our license terminates for any reason.

All required affidavits have been filed. You must follow Our rules when You use any of the Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as We license to You. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time.

No agreements that limit Our right to use or franchise the use of the Marks. We do not know of any infringing uses that could materially affect Your use of the Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material

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We reserve all rights not expressly granted in the Franchise Agreement. The Franchise Agreement does not restrict Us from operating or authorizing others to operate other franchises or Company-owned Restaurants or other channels of distribution, at any location, from selling or leasing similar products or services under a name other than THE KRAVE KOBE BURGER GRILL. Neither We nor any Affiliate has established or presently intends to establish Restaurants under a different trade name or trademark, but We reserve the right to do so.

We have the sole and exclusive right to produce, license, distribute and market products using the Marks or other marks (such as pre-packaged products, beverages; books; clothing, souvenirs and novelty items) through any outlet anywhere and through any distribution channels We reserve the right to use or license others to use Our name and other trademarks to distribute pre-packaged products. You will not receive any of these rights. We are not required to pay You for soliciting or accepting orders from inside Your territory.

There are no restrictions on Your advertising, except that You may not advertise independently on the World Wide Web or outside Your Protected Area, and You may not maintain any Website or any presence on the Internet without Our prior written consent. Your advertising must be approved by Us, as stated in Item 11 above.

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All required affidavits have been filed. You must follow Our rules when You use any of the Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate name or in any form on the Internet, including, but not limited to URLs, domain names, email addresses, locators, links, metatags or search techniques except as We license to You. You may not use any of the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized by us in writing. Guidelines regarding proper trademark use and notices are set forth in the Manual and will be updated from time to time.

No agreements that limit Our right to use or franchise the use of the Marks. We do not know of any infringing uses that could materially affect Your use of the Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Marks. You must notify Us immediately after learning about an infringement of or challenge to your use of the Marks. We will take the action We think appropriate to protect the integrity and validity of the Marks. We are not required to take any specific action in regard to infringements involving the Marks. We have the sole right to control administrative proceedings or litigation regarding any trademark infringements.

We will defend You and indemnify You if You are a party to a legal proceeding involving a Mark licensed by Us and used properly by You. You must modify or discontinue the use of a trademark if We modify or discontinue it. We have the right to

Table No. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2018

STATE	FRANCHISE AGREEMENTS SIGNED BUT BUSINESS NOT OPENED	PROJECTED FRANCHISED NEW BUSINESSES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED BUSINESSES OPENINGS IN NEXT FISCAL YEAR
California	0	1	1
Totals	0	1	1

As of December 31, 2018, We had 1 franchisee and no former franchisees. The names, addresses and telephone numbers of franchisees are listed in **Exhibit F**. During the last three fiscal years, We have signed no settlement agreements containing confidentiality clauses with current or former franchisees.

~~You should be aware that We are required by law to disclose Your contact information to other franchise purchasers if You become a franchisee or leave Our franchise system.~~If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with Our System and no such association has asked to be included in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Our audited financial statements dated December 31, 2018, December 31, 2017, and December 31, 2016 are attached as **Exhibit E**.

ITEM 22. CONTRACTS

Copies of the following agreements are attached:

A. Franchise Agreement with Exhibits and State Addenda
B. Area Development Agreement
C. Confidentiality Agreement

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California Appendix

APPENDIX TO
KRAVE KOBE FRANCHISING LLC
CALIFORNIA FRANCHISE DISCLOSURE DOCUMENT

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.

None of the persons identified in Item 2 of the franchise disclosure document ("FDD") is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

In connection with Item 17 of the franchise disclosure document, the following paragraphs are included pursuant to California law:

1. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

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

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise requires a franchisee to execute a general release of claims upon renewal or transfer of the agreement. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

6. The franchise agreement requires binding arbitration. The arbitration will occur at the franchisor's home county, currently Orange County, CA, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of

California and federal laws (such as Business and Professions Code Section 20040.5, Code of civil Procedure Section 1281 and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

7. The Agreements require application of the laws of the state where Your Restaurant is located. This provision may not be enforceable under California law.

8. California Corporations Code Section 31125 requires the franchisor to give the franchisee a disclosure document approved by the Department of Business Oversight prior to a solicitation of a proposed material modification of an existing franchise.

9. Re: Website: www.kravekobeburger.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT, ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

KRAVE KOBE FRANCHISING, LLC

California Appendix

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