FRANCHISE DISCLOSURE DOCUMENT

The Melting Pot Restaurants, Inc.
A Florida Corporation
7886 Woodland Center Boulevard
Tampa, Florida 33614
(813) 881-0055
info@meltingpot.com
www.meltingpot.com
www.meltingpotfranchise.com

The franchise is for the establishment and operation of restaurants featuring fondue and offering a wide variety of food and beverages, including required alcoholic beverages, under the MELTING POT trade name and business system (a "**MELTING POT® Restaurant**" or "**Restaurant**").

The total investment necessary to begin operation of a MELTING POT Restaurant franchise business is between $1,404,320 and $1,824,210. This includes $20,000 that must be paid to the franchisor or its affiliate(s). The estimated initial investment for an area development program ranges from $1,414,320 to $1,864,210 (based on a Development Fee for 2 to 5 Restaurants). Under the Area Development Program, the Development Fee paid at the time you sign the Development Agreement equals $20,000 for the first Restaurant scheduled to be developed, plus $10,000 times the number of Restaurants after the first Restaurant you are scheduled to develop. In addition to the Development Fee, you would also incur the total initial investment for each Restaurant that you open for your first Restaurant (less $10,000 for each remaining Restaurant), since the initial franchise fee for your first Restaurant is paid and the initial franchise fees for the remaining Restaurants is reduced to $10,000 each.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dan Stone, Chief Operating & Development Officer, The Melting Pot Restaurants, Inc., Restaurant Support Center, 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 425-6208.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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.

Date of Issuance: June 14, 2019

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 "M" 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 RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION OR LITIGATION ONLY IN THE COUNTY AND STATE WHERE OUR PRINCIPAL HEADQUARTERS ARE LOCATED. OUT OF STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN THE COUNTY AND STATE WHERE OUR PRINCIPAL HEADQUARTERS ARE LOCATED THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

The effective date of this disclosure document in the states with franchise registration laws in which we have sought registration appear on the following page.

EFFECTIVE DATES

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 exemption from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	_____, 2019
Hawaii	
Illinois	_____, 2019
Indiana	_____, 2019
Maryland	_____, 2019
Michigan	
Minnesota	_____, 2019
New York	_____, 2019
North Dakota	
Rhode Island	_____, 2019
South Dakota	_____, 2019
Virginia	_____, 2019
Washington	_____, 2019
Wisconsin	_____, 2019

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.

1. Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

2. A provision that permits a franchisor to terminate a franchise before 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.

3. 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.

4. 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.

5. 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.

6. 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:

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

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

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

(d) 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.

7. 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).

8. 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 $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

THE MELTING POT RESTAURANTS, INC.

TABLE OF CONTENTS

ITEM **PAGE**

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

ITEM 2. BUSINESS EXPERIENCE 4

ITEM 3. LITIGATION 6

ITEM 4. BANKRUPTCY 7

ITEM 5. INITIAL FEES 7

ITEM 6. OTHER FEES 8

ITEM 7. ESTIMATED INITIAL INVESTMENT 16

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 21

ITEM 9. FRANCHISEE'S OBLIGATIONS 25

ITEM 10. FINANCING 26

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 28

ITEM 12. TERRITORY 40

ITEM 13. TRADEMARKS 43

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 45

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 46

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 47

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 48

ITEM 18. PUBLIC FIGURES 53

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 53

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION| 78

ITEM 21. FINANCIAL STATEMENTS 84

ITEM 22. CONTRACTS 84

ITEM 23. RECEIPTS 85

EXHIBITS

Exhibit "A"	Financial Statements
Exhibit "B"	Form of Franchise Agreement
Exhibit "B-1"	Form of Successor Franchise Addendum to Franchise Agreement (Renewal)
Exhibit "C"	Form of Area Development Agreement
Exhibit "D"	Form of Conditional Assignment of Telephone and Digital IP
Exhibit "E"	Form of Collateral Assignment and Assumption of Lease
Exhibit "E-1"	Form of Rights of Franchisor Rider to Lease
Exhibit "E-2"	Signage Standards
Exhibit "F"	Manuals Tables of Contents
Exhibit "G-1"	Form of Personal Guaranty of Owner/Shareholder
Exhibit "G-2"	Form of Principal Owner's Statement
Exhibit "H-1"	Form of Noncompete Agreement
Exhibit "H-2"	Form of Confidentiality, Non-Solicitation and Assignment of Inventions Agreement
Exhibit "I"	Form of Sample Articles of Incorporation for Fondue Marketing Cooperative, Inc.
Exhibit "J"	Form of Sample Bylaws of Fondue Marketing Cooperative, Inc.
Exhibit "K"	Form of Sample of The Fondue Dining Cooperative Membership Agreement
Exhibit "L-1"	Form of Franchisee Operating Agreement
Exhibit "L-2"	Form of Path to Grow Program Loan Documents
Exhibit "L-2(a)"	Form of Loan Agreement
Exhibit "L-2(b)"	Form of Promissory Note
Exhibit "L-2(c)"	Form of Security Agreement
Exhibit "L-2(d)"	Form of Guaranty
Exhibit "M"	List of State Agencies and Agents for Service of Process
Exhibit "N"	State Specific Addenda to Franchise Disclosure Document
Exhibit "O"	State Specific Riders to Agreements
Exhibit "P"	List of Current Franchisees
Exhibit "Q"	Franchisees Who Have Left the System
Exhibit "R"	Franchise Compliance Certificate
	Receipt for Disclosure Document

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM OR RIDER IN EXHIBITS "N" AND "O," RESPECTIVELY.

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

The Franchisor and any Parents, Predecessors and Affiliates

The Franchisor is The Melting Pot Restaurants, Inc., referred to as "**we**," "**us**," or "**our**." We also do business under the name "**MELTING POT®**" and "**THE MELTING POT®.**" "**You**" means a person who buys a franchise from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This disclosure document will indicate when your owners also are covered by a particular provision.

We are a Florida corporation, incorporated on August 14, 1984, as The Melting Pot Restaurants, Inc. Our current principal business address is 7886 Woodland Center Boulevard, Tampa, Florida 33614. Our registered agent for service of process in Florida is Gerard Wehle c/o Drummond Wehle & Ross LLP, Terrace Oaks Office Park, 6987 East Fowler Avenue, Tampa, Florida 33617. If we have a separate registered agent for a particular state, it is disclosed in Exhibit "M". We conduct business under our corporate name and under the trade and service marks "**MELTING POT®**" and "**THE MELTING POT®**," and associated logos, designs, symbols and trade dress (collectively the "**Marks**").

We have been offering franchises for MELTING POT Restaurants since September 1984. We do not operate any MELTING POT Restaurants. We have affiliates that operate 4 franchised MELTING POT Restaurants located in Pensacola, St. Petersburg, Sarasota and Tampa, Florida, which are owned by some or all of our shareholders, directors, and officers. We do not engage in other business activities, and have not offered, and do not currently offer, franchises in other lines of business.

We do not have any parents. We do not have any predecessors. We are affiliated, through common ownership, with the following entities:

- Front Burner Brands, Inc., a/k/a Front Burner, ("**FB**"), formerly known as TGS Restaurant Management, Inc., is a Florida corporation formed on March 10, 2000, whose address is the same as ours. FB manages 3 of the 4 MELTING POT Restaurant franchises owned by our other affiliates. FB also provides management and administrative services and supports operations for us. In FB's provision of the services and support described above, we and our affiliates share certain employees with FB. FB does not offer, and has not offered, franchises of any type, nor does it offer services to franchisees. FB has not conducted a business of the type to be operated by you.

- Burger 21 International, Inc. ("**Burger 21**") is a Florida corporation, whose address is 8810 Twin Lakes Blvd., Tampa, Florida 33614. Burger 21 was incorporated on May 11, 2011. The majority owner of Burger 21 is one of our shareholders. Burger 21 was formed to be the franchisor of Burger 21®, a "better burger" restaurant concept that launched on November 16, 2010 in Tampa, Florida. Burger 21 began selling Burger 21® franchises on August 31, 2011. It does not provide products or services to our franchisees, and it does not engage in any other business activities. As of the issuance date of this disclosure document, there are 23 Burger 21® restaurants in operation, including 16 franchises and 7 company-owned locations. Five of the existing locations are managed by Burger 21, Inc. ("**B-21**"), a Florida corporation formed on March 30, 2010, which is also our affiliate because it is owned, in part, by one of our shareholders. B-21's principal business address is the same as Burger 21's. B-21 does not engage in any other business activities and has not offered franchises in any line of business. It does not provide products or services to our franchisees.

The System

We and our affiliates have expended considerable time and effort developing polished casual restaurants operating under the Marks ("**MELTING POT® Restaurants**" or "**Restaurants**") that serve cheese fondue and may also serve (i) beef, chicken, seafood, and vegetable fondue, (ii) cooked and/or prepared entrees, (iii) chocolate fondue, (iv) salads, fruits, and fresh breads, (v) imported and domestic beer and wine, and (vi) other foods and beverages as specified by COMPANY. The dining, unique physical layout, aesthetic decor, lighting, background music, hours of operation, and service format of a MELTING POT® Restaurant combine to create an ambiance conducive to relaxed dining and conversation. As an integral part of the total dining experience, the guests of a MELTING POT® Restaurant cook some of the food they are served in fondue pots or on a grill on in-table burners. MELTING POT® Restaurants operate according to our business formats, methods, procedures, designs, layouts, signs, artwork, music, equipment, menus, recipes, Marks, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time in our sole discretion (the "**System**"). You are required to have a liquor license and you must follow the guidelines of the MELTING POT® Core Beverage Program, including carrying and selling imported and domestic liquors and mixed drinks made from such liquors.

Unit Franchise Program – New Restaurants

We grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to operate a MELTING POT® Restaurant at a single location acceptable to us. We offer franchises only in accordance with the terms of our Franchise Agreement. A copy of it is attached as Exhibit "B" to this disclosure document. The MELTING POT® Restaurant you will operate is referred to in this disclosure document as the "**Restaurant**."

We do not offer subfranchises. We have 1 subfranchisor, Broyce, Inc., a Florida corporation, whose principal place of business is 1321 Caloosa Vista Road, Fort Myers, Florida 33901. Broyce, Inc. also has the right to offer franchises for Restaurants in the Florida counties of Orange, Seminole, Osceola and Alachua.

Unit Franchise Program – Existing and Former Restaurants

With respect to certain candidates who are experienced restaurant operators or franchisees, we offer a Path to Grow financing program ("**PGP**") in which you may be qualified to purchase a MELTING POT® Restaurant that is already in operation or has recently closed. PGP is described in greater detail in Item 10 below; however, in summary, under the PGP program, you form a business entity ("**NewCo**") which either purchases franchise rights from an existing franchisee, or which enters into a new Franchise Agreement and pays us the Initial Franchise Fee.

In order to finance the purchase of the existing Restaurant, (i) you make an initial capital contribution to NewCo of between 5 and 15% of the total purchase price for the Restaurant and (ii) we loan NewCo the balance of the purchase price. In return for your initial capital contribution of between 5 and 15 percent, you receive a 100% interest in NewCo and agree to manage the day-to-day operations of the Restaurant. In return for our loan, we receive (i) a loan agreement and promissory note in which NewCo agrees to repay our loan in 48 monthly installments, (ii) a security agreement in which the loan is secured by the assets of the Restaurant and (iii) a guaranty in which you personally guaranty repayment of the loan to us. Our form of loan documents is attached as Exhibit "L-2" to this disclosure document.

Area Development Program

We also grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to develop, within a predetermined time frame, and operate Restaurants at multiple locations within specific geographical areas. Our standard form of Area Development Agreement (the "**Development Agreement**") is attached as Exhibit "C" to this disclosure document. Each Restaurant is

operated under a separate Franchise Agreement the current form of which is attached as Exhibit "B". However, as each new Restaurant is opened under the Development Agreement, the area developer is required to sign the then-existing form of franchise agreement, which may be different from the form of Franchise Agreement included with this offering and attached as Exhibit "B".

Successor Franchises

If you are an existing franchise owner and want to obtain a successor franchise for your Restaurant, you must do so under the terms under our then current form of franchise agreement. A copy of our Franchise Agreement is attached as Exhibit "B." In addition, you will sign our Successor Franchise Addendum, which modifies the Franchise Agreement to account for the fact that the franchise is a successor franchise, rather than the start of a new franchise. For example, the initial franchise fee, initial training and development requirements are not applicable to a successor franchise. A copy of the Successor Franchise Addendum is attached as Exhibit "B-1."

Competition

You will be competing with other full-service restaurants. These restaurants may be associated with national or regional chains or may be local independent restaurants. While we are not aware of any other major national chains of fondue restaurants, local fondue restaurants are in operation in some market areas. You also will be competing with other food service outlets that feature products and services that differ from those offered by MELTING POT Restaurants. Your products and services will be offered to the general public, to individual consumers, primarily for on-site consumption. The market for MELTING POT®-style restaurant services is developed in some areas and developing in other areas, depending on the number of this type of restaurant in the particular area.

Regulations

There are no regulations specific to the industry in which restaurants operate, although you must comply with all local, state and federal, liquor licensing (see below), health and sanitation laws that apply to restaurant operations. You may be required to install hoods or the like for capture and removal of cooking vapors from the fondue pots or grills on in-table burners at your MELTING POT Restaurant to comply with the fire code in your jurisdiction. As of the date of this disclosure document, no governmental authority has determined that any fire code requires such ventilation for in-table burners at any MELTING POT Restaurant. But, fire codes and their interpretation by governmental authorities responsible for enforcement, vary substantially from jurisdiction to jurisdiction. You should consult the governmental authority responsible for enforcement of the fire code for the jurisdiction within which your MELTING POT Restaurant will be located concerning ventilation requirements before you sign the Franchise Agreement. We reserve the right to require you to install hoods in the dining area or in the kitchen, even if not required by applicable law.

You must obtain a retail alcoholic beverage license for the sale and consumption of beer, wine and liquor, along with food permits under state and local law, regulations and ordinances. These laws, regulations and ordinances vary significantly. You may also have liability imposed on you by Dram Shop Laws for injuries directly and indirectly related to the sale and consumption of alcoholic beverages. You should also understand that the sale of alcoholic beverages is heavily regulated by federal, state and local laws, rules and ordinances.

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions in restaurants. State and local agencies routinely conduct inspections for compliance with these requirements. There may be other laws applicable to MELTING POT® Restaurants. We urge you to make further inquiries about these laws.

Environmental Matters

We have the right to periodically set environmental, sustainability and energy performance standards for MELTING POT® Restaurants through the Manuals or other written directives. You must abide by those standards. Our standards may change over time due to changes in applicable law, competitors' actions, consumer expectations, obtaining and maintaining a market advantage, available and affordable solutions, and other relevant considerations.

ITEM 2.
BUSINESS EXPERIENCE

Chairman of the Board of Directors, President and CEO: Robert P. Johnston

Mr. Johnston has been a Director and Secretary since our incorporation in August 1984. Since March 2000, Mr. Johnston has been our CEO and Chairman of the Board and has served in the same capacity for FB, and in April 2019 he assumed the role as our President. Mr. Johnston was a Director and served as President of GrillSmith Restaurant Group, Inc. ("GRG") from its inception in March 2002 until March 2015. He was also a Co-Founder, Director and Secretary of Burger 21 and B-21 from their inception in May 2011 and March 2010, respectively, until November 2014.

Director: Michael M. Johnston

Mr. Johnston has been a Director since our incorporation in August 1984. He has been a Director and Vice President of FB since its inception in March 2000. Mr. Johnston is also a Co-Founder of Burger 21 and B-21. Mr. Johnston served as a Director of Burger 21 and B-21 from their inception in May 2011 and March 2010, respectively, until November 2014.

Director: Mark T. Johnston

Mr. Johnston has been a Director since April 2019 at which time he was also named a Director of FB. He is a Co-Founder of Burger 21 and has served as a Director and President of Burger 21 from its inception in May 2011. Mr. Johnston has also been a Director of GRG from its inception in March 2002 and has served as its President since March 2015.

Director, Chief Business Officer & General Counsel: Bud Culp

Mr. Culp has been a Director since August 2017. He became our General Counsel in August 2014 and was named Chief Business Officer in April 2019. Mr. Culp has served in the same capacity during the same period of time for FB. He also served as General Counsel for Burger 21 from August 2014 to November 2014 and in the same capacity for GRG from August 2014 until March 2015. Mr. Culp was previously Vice President & Assistant General Counsel at Quiznos and a Partner at the Denver law firm of Moye White LLP, where he served as Chairman of the Franchise & Distribution Section.

Chief Financial Officer and Treasurer: Scott Pierce, CPA

Mr. Pierce joined us in May of 2005 as Senior Vice President of Finance and Treasurer and became our Chief Financial Officer in January 2012. Mr. Pierce also served as the Treasurer for Burger 21 and B-21 from their inception in May 2011 and March 2010, respectively, until November 2014. Mr. Pierce also served as the Secretary and Treasurer for GRG from its inception in 2002 until March 2015. Mr. Pierce is also the Chief Financial Officer for FB. Mr. Pierce served previously as a Senior Accountant at Ernst & Young.

Chief Operating & Development Officer: Daniel D. Stone

Mr. Stone joined us in September of 2006 as Director of Franchise Sales. He became Chief Business & People Development Officer in April 2015 and was named Chief Operating & Development Officer in April 2019. Mr. Stone also served as our Vice President of Franchise Development from May 2011 until April 2015, and he served in the same capacity for Burger 21 from May 2011 until November 2014.

Executive Vice President of Franchise & Restaurant Operations: Jennifer Dodd

Ms. Dodd became our Vice President of RSC Operations in April 2017, and she was named our Executive Vice President of Franchise & Restaurant Operations in April 2019. From 2012 until 2017, Ms. Dodd was the principal and CEO of The TreeTop Group, in Birmingham, Alabama, during which time she held a number of interim/fractional executive positions, including Chief Operating Officer of Pedestal Foods, St. Louis, Missouri (August 2015 – April 2016), COO of Spirit of Math Schools, Toronto, Canada (2014 – 2015), and SVP of Operations, Chester's Intl., Birmingham, Alabama (2013-2014). Previously, Ms. Dodd has held numerous positions in the franchised restaurant industry, including Sr. Director U.S. Franchising at Tim Horton's, Sr. Director of Operations for Dunkin Brands, Director of Operations at Applebee's International, VP of Operations at Church's Chicken and Vice President of RTM Restaurant Group (Arby's and Shoney's).

Vice President of Innovative Technology, Systems and Data Marketing: Randy Barnett

Mr. Barnett became our Vice President of Technology in April 2017. From July 2014 to April 2017 he served as Director of Information Technology at My Fit Foods in Austin, Texas, and from July 2010 to July 2014, Mr. Barnett was Director of Information Technology at Zoe's Kitchen.

Vice President of Digital Engagement: Roger E. Worak, III

Mr. Worak became our Vice President of Digital Engagement in January 2019. He was previously employed by Hard Rock International, Inc. from 2003 to 2019, last serving as Senior Director, Digital Marketing, CRM & Loyalty from 2015 through 2019, following positions as Director, Development and Business Intelligence, Manager, Corporate Systems and Marketing Web Producer.

Director of Learning & Communications: Danielle Kilgore

Ms. Kilgore became our Director of Learning & Communications in April 2017 and serves in the same capacity for FB. From February 2012 to June 2014, she was Designer: Technical Writing & Graphic Design, and in July 2015 she was promoted to Manager of Core Communications. Ms. Kilgore accepted the position of interim Director of Learning & Communications in March 2017 and served in that capacity until she was promoted to her current position in April 2017.

International Franchise Business Manager: John Westland

Mr. Westland joined us in May 2009 as a Franchise Business Consultant. He served in this capacity until November 2015, when he was named International Franchise Business Manager.

ITEM 3.
LITIGATION

Pending Actions

None.

Prior Actions

GVI Holdings Limited, Corbin Tomaszeski, Jonathon Fischer and 2232777 Ontario Limited v. The Melting Pots Restaurants, Inc., Robert P. Johnston and Daniel Stone, No. CV-13-475933 (Ontario Superior Court of Justice, Toronto, March 11, 2013). The Plaintiffs' were 2232777 Ontario Limited (the "Developer"), GVI Holdings Limited ("GVI"), Jonathon Fischer ("Fischer"), and Corbin Tomaszeski ("Tomaszeski") (Fischer and Tomaszeski are collectively referred to as the "Guarantors") (collectively, all of the foregoing are referred to as the "Plaintiffs"). 2232780 Ontario Limited (the "Franchisee") was originally a plaintiff in this action; however, the Franchisee made a filing in bankruptcy. Its interest was assigned to its creditor, GVI, and GVI was permitted by court order to carry on the action in its own name. The Guarantors collectively own both the Developer and the Franchisee. The Developer signed an Area Development Agreement with us to open 3 Restaurants in the Toronto, Ontario, Canada metropolitan area. The Franchisee opened one of the Restaurants in Richmond Hill, Ontario. No other Restaurant was opened. The Franchisee closed the Restaurant and the Franchisee filed in bankruptcy. The Plaintiffs sued us and two of our officers, Robert Johnston and Daniel Stone. The Plaintiffs sought damages in the amount of $2,750,000 (CDN) against us alleging breach of contract, negligent misrepresentation; and breach of duty of good faith and fair dealing under both common law and Ontario's franchise statute. They also sought punitive damages against us and Robert Johnston and Daniel Stone in the amount of $2,750,000 (CDN) alleging statutory misrepresentation. Essentially, the Plaintiffs claimed that the costs of opening their Restaurant were more than they had anticipated and what was estimated in our Canadian Franchise Disclosure Document and that supply costs were too expensive for them to successfully operate a profitable restaurant. They claimed we did not have an adequate supply distribution system in Canada, that we failed to provide a functional accounting support system, and misrepresentation in connection with these issues, and that we failed to provide adequate marketing and support, including by not permitting them to market their franchise using the "Chef Corbin" concept, since one of the Guarantors is a television chef personality. We and our officers denied all of the claims and defended the action. We delivered a Statement of Defence and Counterclaim in which we claimed damages in the amount of $2,510,399 for breach of contract, breach of guarantee, and failure to deal fairly and to act in good faith, together with pre and post judgment interest, and costs. In April 2015, the parties agreed to settle the case on the following terms: first, the claims against Robert Johnson and Daniel Stone were dismissed with prejudice; and, second, we paid Plaintiff GVI Holdings Limited $125,000 Canadian ($99,237.85 USD) solely with respect to the Plaintiffs' claim of breach of contract, after which the remaining claims were dismissed with prejudice.

Christopher Ponte v. Front Burner Brands, Inc., Burger 21, Inc., Mark T. Johnston, Michael M. Johnston, Arlene Johnston and Robert P. Johnston, Case No. 11-8815CI-020 (6th Judicial Circuit Court, Pinellas County, Florida, Civil Division, September 28, 2011). A former employee, Christopher Ponte ("**Ponte**") sued our affiliate and its 4 founders and officers (the "**Founders**"). In the complaint, Ponte alleges that B-21 and its Founders offered him a 5% ownership stake in B-21 in consideration for his services. However, he refused to sign an agreement which contained the terms and conditions on which B-21 was willing to do so. Since B-21 was unable to come to an agreement with Ponte, he decided on May 3, 2011 to end his employment relationship with B-21 and its affiliates. Ponte claimed that he detrimentally relied on promises made by B-21 and its Founders and, therefore, B-21 was promissorily estopped from refusing his claims. In addition, Ponte claimed that B-21 and its Founders were unjustly enriched by his efforts to help develop the restaurant concept. In the complaint, he requested that the court award him with unspecified damages, including a 5% ownership share in B-21, and reimbursement of his attorneys' fees and costs. After participating in court ordered mediation, the parties settled the dispute on October 29, 2012. In the settlement,

although denying liability, B-21 and its Founders agreed to pay Ponte $75,000 to fully settle all claims between the parties because the amount offered to Ponte was less than the estimated fees and costs B-21 would incur to continue to defend the suit. In return, Ponte admitted and agreed that he has no ownership interest in FB, B-21 or any related entities, and that he will not seek re-employment with any of them and fully released them from all claims. The case was dismissed with prejudice on November 20, 2012.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

ITEM 4.
BANKRUPTCY

Daniel Stone, our Chief Business & People Development Officer, filed a bankruptcy petition under the reorganization provisions of Chapter 13 of the U.S. Bankruptcy Code on September 29, 2011, ***In Re: Daniel Stone***, No. 8:11-BK18371, U.S. Bankruptcy Court M.D. Fla. 2011. Mr. Stone borrowed the funds necessary to invest in 2 residential construction real estate projects in Lee County, Florida. Unfortunately, he was victim of fraud in connection with the acquisition and construction of the 2 properties. As a result of the fraudulent activity perpetrated on him and the severe economic recession in the southwest Florida real estate market, the 2 homes were worth less than one-fourth of the loans secured by mortgages on the properties. Accordingly, Mr. Stone's only viable option was to file for bankruptcy protection and seek to reorganize the payment of his debts. Mr. Stone submitted a Plan of Reorganization in connection with the filing. The plan was confirmed on May 16, 2012 and those debts were paid and discharged on October 25, 2013.

Other than this 1 bankruptcy, no bankruptcy information is required to be disclosed in this disclosure document.

ITEM 5.
INITIAL FEES

Initial Franchise Fee

To celebrate the introduction of the latest evolution of the MELTING POT® Restaurant, we have reduced our initial franchise fee from $45,000 to $20,000. You must pay the initial franchise fee in a lump sum when you sign the Franchise Agreement. The initial franchise fee is nonrefundable.

We are a member of the International Franchise Association ("**IFA**") and participate in the IFA's DiversityFran program, which provides financial incentives to qualified minorities to help them acquire franchised businesses. In support of this program, we currently reduce the initial franchise fee for the first location by 20% for qualified minorities new to our system. A qualified minority is any minority as identified by the US Census Bureau. The qualified minority needs to have majority ownership in the franchised business to receive this discount on the initial franchise fee. Our discount for qualified minorities cannot be combined with any other discount. We reserve the right to modify this program at any time.

We also participate in the IFA's VetFran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses. In support of this program, we currently reduce the initial franchise fee for the first location by 20% for qualified veterans new to our system. A qualified veteran is any honorably discharged veteran with a DD Form 214 document. The qualified veteran needs to have majority ownership in the franchised business to receive this discount on the initial franchise fee. Our discount for qualified veterans cannot be combined with any other discount. We reserve the right to modify this program at any time.

We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site pursuant to our Extension Policy. Under our Extension Policy, the following fees would apply:

Extension Period	Extension Fee
First 90 Days	-0-
Second 90 Days	$4,000
Third 90 Days	$8,000

If you obtain the right to occupy the site prior to the end of any extension period, we will refund the portion of the Extension Fee allotted to the days remaining in the Extension Period.

Area Development Program

We charge an up-front development fee for you to secure the exclusive right to open Restaurants in a pre-determined territory in a specific amount of time, under the Development Agreement. The amount paid is equal to the initial franchise fee of $20,000 for the first restaurant, plus $10,000 times each additional restaurant to be developed. You must pay the development fee in a lump sum when you sign the Development Agreement. The development fee is nonrefundable. The Initial Franchise Fee for each Restaurant after the first one is reduced to $10,000 and is due and payable each time you sign a Franchise Agreement for a Restaurant to be developed under the Area Development Program.

Referral Program for Existing Franchisees

If you buy a franchise from us, we offer a program in which franchisees can receive a $5,000 referral fee for referring a third-party franchise prospect to us, who ultimately becomes a Melting Pot® Restaurant franchisee (the "Referral Program"). We may implement, end or change the Referral Program, and impose rules or conditions on it, whenever we choose. While we encourage existing franchisees to speak to prospective Melting Pot® Restaurant franchisees, we do not expect or want you to be involved in the offering or sales process. You are simply passing along to us the name of someone you know who might be interested in acquiring a Melting Pot® Restaurant franchise. Persons who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of some states.

ITEM 6.
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Royalty and Service Fee [2]	5% of Gross Revenues[3]	Currently payable on or before the 10th day of each calendar month.	Royalty and Service Fee is currently paid via electronic funds transfer on the 10th day of each calendar month. We reserve the right to change the time, manner and frequency of the Royalty and Service Fee payments.

Type of Fee [1]	Amount	Due Date	Remarks
Brand Development Contribution [2]	Up to 3% of Gross Revenues,[3] currently 1.19% of Gross Revenues. Note, however, the total of your Brand Development Contribution and your Local Advertising may not exceed 4.5 percent.	As designated by us from time to time; currently payable on or before the 10th day of each calendar month	Deposited in the MELTING POT® Brand Development Fund. Brand Development Funds are controlled and spent by us. Your Brand Development Contribution is paid via electronic funds transfer on the 10th day of each calendar month.
Local Advertising	Up to 3% of Gross Revenues[3]; currently 2.5% of Gross Revenues.[4] Note, however, the total of your Brand Development Contribution and your Local Advertising may not exceed 4.5 percent.	Payable to local vendors for advertising and media placements as well as related printed materials as incurred for approved expenditures.	These expenditures are spent by you in your local market for tactical execution and media placement, including digital, radio, television and out-of-home advertising (e.g., billboards, bus wrap or other outdoor advertising), for marketing and promotional materials that we have prepared or approved. Your Local Advertising requirement is reduced by any contribution you make to Cooperative Advertising.
Cooperative Advertising	Amount determined by cooperative, not to exceed 1.5% of Gross Revenues [3]	Established by members of the cooperative	We may designate areas for the establishment of local advertising cooperatives. Restaurants that we or our affiliates own will participate and have the same voting rights as franchisees. Cooperative Advertising counts toward your Local Advertising requirement and is not in addition to the Local Advertising requirement.
Standards Re-Training Course [5]	$1,000 per person, plus expenses	20 days after billing	Includes course registration fee and materials. You are responsible for travel and living expenses.
Additional, Refresher or UMELT Management Essentials Training[6]	Fees range from $400 to $2,000 per person, plus expenses	20 days after billing	We provide initial training to 4 people tuition-free. Additional training is provided for a fee.

Type of Fee [1]	Amount	Due Date	Remarks
Learning & Communication Fee[7]	Approximately $500 per Restaurant per year for the e-learning subscription, plus estimated design and content development fees between $75 and $1,800 per year per Restaurant	20 days after billing	We have developed and implemented proprietary online training tools ("**e-learning**") that are used for part of the initial training program and also for ongoing training of franchisees and their training of their employees, as determined by us.
Additional Assistance	Currently $300 per day, plus expenses	20 days after billing	This is for additional or special guidance or assistance you need or request.
Extension Fee	Fees range from $4,000 to $8,000	20 days after billing	We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site. If you obtain the right to occupy the site prior to the end of any extension period, we will refund the portion of the Extension Fee allotted to the days remaining in the Extension Period.
Transfer of Franchise	$7,500, plus additional assistance expenses for training, if incurred; however, transfer fee is reduced to $3,750 if transfer is to an existing franchisee	Prior to consummation of transfer	No charge if transfer is to a corporation or other business entity owned by you.
Successor Franchise Fee	1/4 of then-current initial franchise fee (currently $11,250 based on $45,000 initial franchise fee)	Upon signing then-current Franchise Agreement	We may also charge you for services that we render to you and actual out-of-pocket expenses that we incur in conjunction with the grant of the Successor Franchise. Payment of those charges is due upon receipt of our invoice. You must give us written notice no later than the 16th month and no sooner than the 19th month before expiration of the franchise agreement, pay the successor franchise fee and meet all conditions to obtain the successor franchise. At our option, you may be required to meet with us at our principal headquarters for 1-2 days to discuss successor franchise protocol. You are responsible for travel and living expenses associated with such meeting.
Accounting	$650 per month	Currently payable on or	Mandatory during your first year

Type of Fee [1]	Amount	Due Date	Remarks
		before the 25th day of each calendar month.	of operation.
Audit	Fee equal to cost of inspection or audit, including any charges of independent accountants, travel expenses and per diem personnel charges	20 days after billing	Payable if your Gross Revenues, as reported to us, are understated by more than 2%, or if an inspection or audit is made necessary due to your failure to furnish, or timely furnish, required reports, financial statements or other information to us. These fees will not exceed our actual costs.
Evaluation Fee	Fee equal to our costs and expenses, including travel expenses and per diem personnel charges	20 days after billing	Payable if one or more follow-up evaluations are necessary to confirm that you have corrected deficiencies identified during any inspection.
Interest and Late Fees	Lesser of 1.5% per month or highest contract rate of interest allowed by law, plus a late payment fee of 5% of the amount due.	15 days after billing	Payable on all overdue amounts, including royalty and service fees, brand development contributions, and all other amounts due for purchases by franchisee from the Company or its affiliates and any other amounts owed by Franchisee to Company.
Compliance Fee [8]	$100 to $1,500 per individual violation of the Franchise Agreement	20 days after receiving our notice	Payable if you have violated your Franchise Agreement and we send you a notice of such violation. (See Note 8)
Management Fee	Will vary under circumstances	As agreed	Payable during period that our appointed manager manages the Restaurant if you die, become disabled or we otherwise determine that outside management is necessary to enhance the business of the Restaurant.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expenses in defending ourselves or are held liable for claims arising directly or indirectly from your Restaurant's operations or your breach of your Franchise Agreement.
Testing	Cost of Testing	20 days after billing	This covers the costs of testing new products or inspecting new suppliers you propose.
Relocation Training Fee [9]	$1,800 per trainer per day (not to exceed a	30 days after billing	This covers the costs we incur (wages, airfare, transportation,

Type of Fee [1]	Amount	Due Date	Remarks
	total of $20,000)		hotel and per diem expenses) for our trainers if you want to relocate the Restaurant.
Construction & Design Relocation Fee [10]	Up to $10,000 (currently $5,000)	30 days after billing	This covers one set of design plans and specifications from which your architect must prepare all required construction plans and specifications to suit the shape and dimensions of the new location, if you relocate the Restaurant with our prior written approval.
Hosting Services [11]	To be determined; not yet charged	To be determined; not yet charged	We may charge a reasonable fee for hosting services if we require you to use certain computer software accessible via the internet.
Data Central restaurant management software	$199.83 per month	As designated by us from time to time; currently payable on or before the 25th day of each calendar quarter.	Data Central manages and reports on certain metrics including purchasing, inventory, sales and product mix, and cost of goods. This service is provided by a third party that bills us collectively for all Restaurant locations.
Website Enhancements/Integration ("WEI") Fee	$139 per month	As designated by us from time to time; currently payable on or before the 25th day of each calendar month	We required you to pay by electronic funds transfer.
Gift Card Systems Fee	Currently $10 per month, plus 10 cents for each transaction, per location	As designated by us from time to time; currently payable on or before the 25th day of each calendar month	We require you to pay by electronic funds transfer. Gift card processing services are provided by a third party that bills us collectively for all Restaurant locations
Communication Fee	$15 per month	As designated by us from time to time; currently payable on or before the 25th day of each calendar month	This fee pays for your Office 365 email and FranConnect user fee. This service is provided by a third party that bills us collectively for all Restaurant locations.
Customer surveys (InMoment)	$45.96 per month	As designated by us from time to time; currently payable on or before the 25th day of each calendar month	This service is provided by a third party that bills us collectively for all Restaurant location.
Venga survey	$21.98 per month	As designated by us from time to time; currently payable on or before the 25th day of each calendar month	This service is provided by a third party that bills us collectively for all Restaurant locations.
Technology and User Fee [12]	Up to 1% of Gross Revenues (not	To be determined; not yet charged	With respect to new systems, not currently in use, we may charge a

Type of Fee [1]	Amount	Due Date	Remarks
	currently charged), not to exceed a maximum contribution of $20,000 per Restaurant per calendar year		technology and user fee for administrative services we perform in updating, developing, maintaining and/or hosting the restaurant management software system database or developing or providing access to other technology for use in the operation of MELTING POT® Restaurants, including, without limitation, HRIS software. This includes any supplemental software or programs that we may use from time to time to extract and/or analyze information contained in the database, which may be used for internal and external purposes.

NOTES:

1. Unless otherwise stated, you must pay all fees to us. All fees are non-refundable. We require you to pay any or all recurring and periodic fees and payments to us by electronic funds transfer. You agree to execute all documents required to authorize your bank to electronically transfer funds to our account.

2. The royalty and service fee and the Brand Development Contribution are uniform as to all persons currently acquiring a franchise and are nonrefundable. If applicable laws or regulations prohibit payments to us on the sale of alcoholic beverages, then (i) the royalty and service fee is increased by 1.0% of Gross Revenues and (ii) the Brand Development Contribution may be an amount up to 3.33% of Gross Revenues.

3. "**Gross Revenues**" means the aggregate amount of all sales of food, beverages, goods, articles, and other merchandise, and the aggregate amount of all receipts for services performed, whether for cash, on credit, barter or otherwise, made and rendered in, about, or in connection with the Restaurant, including off-premises sales and monies derived at or away from the Restaurant, provided they are in connection with the business conducted at the Restaurant, including all discounts except for the amounts of coupon discounts we require as outlined from time to time in the Manuals. Authorized deductions as described in the Manuals from time to time are excluded from the definition of Gross Revenues. We may require that owner complimentary meals be included in the calculation of Gross Revenues at the full retail price charged to your customers for such meals. Gross Revenues does not include any federal, state, municipal, or other sales, value added, or retailer's excise taxes that you collect and remit to state or local authorities. If applicable laws or regulations covering the Restaurant prohibit the payment of royalty fees or other amounts on the sale of alcoholic beverages, then the term "Gross Revenues" will exclude revenues on the sale of alcoholic beverages**.** Although we are not required to do so by the Franchise Agreement, we may periodically permit you to make certain deductions from Gross Revenues. We currently allow you to deduct complimentary sales from Gross Revenues. This deduction is not part of the Franchise Agreement, and you have no legal right to this deduction. It is strictly a business practice based on our current policy that we may discontinue at any time for any reason whatsoever, without notice. This deduction may only be taken for actual complimentary meals provided to customers or employees and for no other reason. This

deduction, and any other deduction we authorize, is only available to you as long as you timely and accurately report your Gross Revenues, including deductions (and supporting documents) for authorized discounts and complimentary sales. We may stop permitting you to take this complimentary sales deduction or any other deduction at any time for any reason whatsoever.

4. You must spend (i) up to 3% of your Gross Revenues for the first six months of the year on local advertising, failing which you are required to make up any shortfall in spending within 60 days from June 30, and (ii) up to 3% of your Gross Revenues for the last six months of the year on local advertising, failing which you must make up any shortfall in spending by February 28 of the following year. As of the date of this disclosure document, we require that you spend 2.5% of your annual Gross Revenues for local marketing efforts. We may increase the required local advertising expenditure at any point in the future, subject to the 3% maximum. These expenditures are made directly by you for local advertising and promotional activities for your Restaurant.

5. If you are not in compliance with system standards, we may, at our option, require you and/or your Restaurant's managers to complete our Standards Retraining Course, which is currently held at our Restaurant Support Center in Tampa, Florida. This course includes training and instruction on compliance with system standards and maintaining brand standards. We may use a variety of metrics to measure performance, including, without limitation, guest feedback, reporting, inspections, and quality certification scores, as determined by us, in our sole discretion.

6. We charge a training fee of up to $1,500 per person, for (a) initial operations training of more than 4 persons; (b) additional managers completing training after the Restaurant is open; and (c) Standards Retraining Course, at our option, if you fail to operate the Restaurant in compliance with system standards. In addition, there is a fee for all management trainees/participants attending the ServSafe® Food Protection Manager Course and ServSafe® Alcohol Course (up to $200 per person). You (or your majority shareholder, majority owner or approved managing partner) and all operating managers are required to have a manager food safety and alcohol certification through the ServSafe® program. Some states require that additional criteria be met in order to operate a restaurant; please check with your local state agency. We currently require all new managers to attend a UMELT (University of Mastering Exceptional Learning & Training) Management Essentials training program (up to 5 days in duration) in Tampa, Florida, which must be satisfactorily completed within 9 months after such person assumes his or her position. UMELT Management Essentials, which is a higher-level management curriculum, includes topics such as MELTING POT® culture, guest recovery, guest feedback, management, local store marketing, Data Central®, and other related MELTING POT® management topics.

7. We charge an annual license fee (currently approximately $200 per Restaurant) for access to these e-learning programs and tools. We may change the amount of this fee in our sole discretion. We may also charge on-going instructional fees (estimated to range from $75 to $1,800 per Restaurant per year) if we develop in our discretion any new e-learning programs, including but not limited to, new courses, Spanish translation and development software.

8. If we determine that you have violated the Franchise Agreement and send you a notice of breach, then we may assess a Compliance Fee ranging from $100 to $1,500 per notice. You will be required to pay the Compliance Fee within 20 days after receiving such notice. Additionally, if we incur any expense resulting from your violation of the Franchise Agreement, including any compliance violation, we may auto-debit the expense we incur from your bank account. The Compliance Fee will apply for each notice of violation, even if the violations relate to the same provision of the Franchise Agreement, but we will not assess a Compliance Fee more than one time per month for a particular violation. However, multiple violations resulting in multiple notices will result in multiple Compliance Fees and a higher Compliance Fee due to frequency of

violations during each year. We may also require you or your employees to attend our Standards Re-Training Course and/or other refresher training programs. If the non-compliance relates to your failure to submit required financial reports in a timely manner, or the financial information you submit to us is inaccurate, we may require you to utilize the services of our internal accounting department and may charge you a reasonable fee to cover the cost of such services.

9. We will determine the number of trainers and the time period over which their assistance will be provided in connection with the re-location of your Restaurant. This will depend on a variety of factors, including, but not limited to, the number of new team members that you hire, the length of time between closing the former location and opening at the new location, and the availability of our personnel.

10. The design plans and specifications are provided for the specific site that we have approved in connection with the re-location of your Restaurant. We may charge additional fees if you request excessive alterations of the plans provided. If, for any reason, you decide to pursue an alternate location, you must pay another fee for new design drawings for such alternate site.

11. We currently require you to subscribe to Restaurant Magic Software's Data Central® restaurant management software system ("**Data Central®**"), which is a proprietary, internet-based, centralized business management system designed to manage and report on purchasing, inventory, labor, sales and product mix, and cost of goods. See "Computer Systems" under Item 11 of this disclosure document for a more detailed description of the Data Central® system. The Data Central® system is accessible through a high-speed internet connection and is currently hosted in a secure data facility on hardware owned and operated by Restaurant Magic Software. We may, in the future, require the use of software and hardware, which will enable you to become a "thin client" user with us acting as a host, housing the software and programs which you will use and access through the internet at our website. If we do, we may charge you a reasonable fee for such hosting and support services. The hosting fee may also encompass certain online training or e-learning fees, video production and other miscellaneous technology-driven initiatives.

12. The Data Central® system we currently require you to subscribe to utilizes a centralized database. You will access this database via the internet. Although we do not own the Data Central® system, we do own the rights to all of the data within it, including the menu, profit and loss information, inventory, labor costs etc. While we do not currently charge you a separate fee for the rights to use this proprietary database, we may assess user fees in the future for the purpose of updating, developing, maintaining and/or hosting this database or any other database for the restaurant management software system we are then using in the operation of MELTING POT Restaurants. We may also charge this fee for any other technology that we develop for use in the operation of MELTING POT® Restaurants or any supplemental software or programs that we use from time to time to extract and/or analyze information contained in the database. As new technologies are developed, we reserve the right to implement them, and to recover the costs associated with them, from you.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$20,000 (1)	Lump Sum	On signing Franchise Agreement	Us or our Affiliates
Real Estate Services Fee (19)	$2,500	Lump Sum	On signing Franchise Agreement	Us or Third Parties
Real Estate (Rent – First 3 months) (2)(3)	$27,000 to $62,500	Lump Sum	As specified in lease or sublease	Landlord
Security Deposit (4)	$0 to $20,000	Lump Sum	On signing lease or sublease	Landlord
Leasehold Improvements (5)(12)	$668,800 to $836,000	As Agreed	As Incurred	Contractors, Suppliers and Tradesmen
Computer and Point of Sales Hardware/Software (6)	$15,600	Lump Sum	As Incurred	Us or Outside Suppliers
Computer Software Installation and Training; First Year Subscription (7)	$8,500 to $8,900	Lump Sum	As Incurred	Us or Outside Suppliers
Gift Card Processing, Website Development/Enhancement Fee and Customer Survey Services (3) months) (8)	$677 to $747	Monthly	Lump Sum	Us or Third Parties
Restaurant Equipment, Furniture, Fixtures and Signage (9)	$452,993 to $521,193	Lump Sum	As Incurred	Outside Suppliers
Utility Deposits	$2,000 to $5,000	Lump Sum	As Incurred	Utilities
Opening Inventory and Supplies (10)	$50,000 to $72,270	As Agreed	As Incurred	Outside Suppliers and Us
Grand Opening Advertising (20)	$8,000 to $15,000	Lump Sum	As Incurred	Advertising Sources
Training Expenses (11)	$42,000 to $64,000	As Incurred	As Incurred	Us or Third Parties
Licenses – Alcoholic Beverages, Business and Health (12)	$6,000 to $10,000	Lump Sum	Before Opening	Third Parties
Insurance (13)	$3,000 to $6,000	Installments	As Agreed	Third Parties
Legal	$2,000 to $6,000	Lump Sum	As Agreed	Third Parties
Accounting Firm (14)	$8,500 to $10,000	As Agreed	As Incurred	Us or Third Parties
Reservation System (3 months) (15)	$1,750 to $3,500	Monthly	Monthly	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds (3 months) (16)	$85,000 to $145,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE FRANCHISE PROGRAM (17)	$1,404,320 to $1,824,210			
Development Fee (18) (Fee to develop 2 to 5 Restaurants; this fee is in addition to the Initial Franchise Fee for the first Restaurant)	$10,000 to $40,000	Lump Sum	On signing the Development Agreement	Us
TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM (17)(18)	$1,414,320to $1,864,210			

Explanatory Notes

1. To celebrate the latest evolution of the MELTING POT® Restaurant, the current initial franchise fee has been reduced from $45,000 to $20,000. The initial franchise fee for Restaurants that are developed under a Development Agreement after the first restaurant is one-half of the current initial franchise fee. The initial franchise fee is non-refundable. We do not finance any fee. We are a member of the IFA and participate in the IFA's DiversityFran and VetFran programs. We currently reduce the initial franchise fees for qualified minorities and veterans in support of these programs.

2. Unless you own suitable premises, you must purchase or lease the premises for your Restaurant. A typical MELTING POT® Restaurant should occupy between 4,400 and 5,000 square feet of leased space in a strong retail hub or central business district. The annual rent for such space is estimated to range from $110,000 to $250,000, and it may be more depending on factors such as the size of the space, age, city where it is located, local economic conditions, tenant improvement allowance by the landlord, property condition, zoning, competition, frontage and location within the building, signage, additional expenses such as common maintenance and merchant dues, location, and reputation of the building or shopping center. In most cases, franchisees rent rather than purchase property. The initial investment assumes you will rent. If you purchase the premises, your initial expenses will dramatically increase.

3. The lease or sublease as well as any renewals for the premises at which your Restaurant will be located must contain terms reasonably acceptable to us. You must sign our current form Collateral Assignment and Assumption of Lease (Exhibit "E" to this disclosure document) and you and your landlord must sign our current Form of Rights of Franchisor Rider to Lease (Exhibit "E-1" to this disclosure document). We will not negotiate your lease, nor are we obligated to negotiate our Rider, with your landlord. You must use our designated real estate broker/consultant network for all of your lease negotiations. The landlord typically pays a brokerage commission to broker the real estate in connection with the negotiations unless otherwise agreed to by you.

4. The amount of rent and security deposit will depend on the size, condition and location of the premises and the demand for the premises among prospective lessees. We estimate that the security deposit will equal one month's rent.

5. You must construct and decorate your Restaurant to conform to our specifications. Costs of leasehold improvements, which include floor covering, wall treatment, counters, ceilings, painting, window coverings, plumbing, electrical, carpentry and related work and contractor's fees, will vary significantly depending on the condition, location and size of the premises, the demand for the premises among prospective lessees, contractor and labor costs and any construction or other allowances granted by the landlord after negotiations. These costs also include estimated impact and permit fees. These fees and costs vary widely from municipality to municipality and state to state and may cause even the high estimate in this category to be too low. Our estimate for real estate improvements and Restaurant equipment expenses assumes that you will not be required to install hoods or the like for capture and removal of cooking vapors from the fondue pots and grills on your in-table burners to comply with any state or local government laws or codes for the jurisdiction within which your Restaurant is located. As of the date of this disclosure document, no governmental authority has determined that hoods or the like for capture and removal of cooking vapors from the fondue pots and grills on the in-table burners at any MELTING POT® Restaurant are required for fire code compliance. But, fire codes and their interpretation by governmental authorities responsible for enforcement vary substantially from jurisdiction to jurisdiction. You should consult with fire, health, building departments or any other governmental authority responsible for enforcement of the fire code for the jurisdiction within which your Restaurant will be located concerning applicable requirements. The cost for installation of hoods or the like for ventilation of in-table burners of a typical Restaurant are estimated to range from $75,000 to $100,000. We reserve the right to require hoods in the Restaurant. Our Construction and Design Department will produce a number of items you will need in the design and layout of your Restaurant. However, you must also employ our designated design firm for design services for your Restaurant, the cost of which will range between $40,000 and $45,000. In order to maintain project quality and aid in controlling development time and costs, we restrict you to the use of an approved vendor. We maintain ownership of the designs. We may require you to get a bid from our list of designated consultants, contractors and vendors. It may be necessary to have certain aspects of your building plans engineered. The costs of this will vary depending upon the scope of work required. Typically, engineering costs are minimal because we usually develop our restaurants in existing buildings or locations that were previously used as a restaurant. Engineering could include structural, HVAC, electrical, plumbing, etc. Anything above and beyond the standard scope of services furnished by the Construction and Design Department, including but not limited to, exterior improvements, additional drawings, etc., will be provided on an additional services and cost basis. We relied on our experience from opening restaurants in the past and our experience in the restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing, directly or indirectly, for any part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your credit worthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. The total estimated start-up costs may exceed the high range depending upon the location, site conditions, local construction costs, local governmental fees and local marketing conditions and other factors.

6. Our estimate for the back-office computer and point of sale (POS) hardware and software expenses assumes that you will purchase a computer and peripherals with the most current Microsoft Windows operating system (or then-current operating system that we prescribe in the Manuals) capable of running Microsoft.Net, color monitor, cable or DSL modem and laser printer. This estimate includes the POS remote terminals, remote printers, cash drawers, power supplies, hubs, related cable requirements, POS software, and integrated credit card software. We currently require and designate a POS System, but we reserve the right to change the designated POS system at any time, and we may require the purchase of handheld POS devices and cases in the future. This estimate does not include additional programming of your POS software for customization. This estimate also includes your purchase of the FusionPrep app,

which houses recipes and job aids for your Restaurant. Additional computer operating software requirements are for an Office Suite to include Microsoft Word, Excel, Outlook and other software applications commonly used for business. The computer system, as a whole, must be compliant with the standards created by the Payment Card Industry ("**PCI**") Security Standards Council, including new or modified requirements. You must have adequate firewalls and antivirus software as required in the PCI Data Security Standards, and we reserve the right to require the use of a specified vendor. In addition to PCI standards, you must maintain other best practices for data protection, which may include, but are not limited to, GDPR standards or California Consumer Privacy Act standards. You must have wireless internet access which meets our required upload and download speeds, which specification may change from time to time. There is usually not a one-time purchase price for this service but a monthly reoccurring charge for internet access. We cannot provide an estimate of this since it can vary depending on your service provider, your location and the type of connection you may have. The estimate for the aforementioned (excluding internet access) can range from $8,600 to $20,500, depending on the number of remote terminals. These costs are also subject to change depending on the wiring in an existing structure or other factors which may impact the ability for an infrastructure to support any or all required computer systems.

7. You must subscribe to Data Central®, a restaurant management software system, from Accsys, Inc., d/b/a Restaurant Magic Software, or our current prescribed system. This software, used to control inventories and determine the target cost of goods sold, is an essential management tool. You must order the Data Central® software through us. We cover the cost of this back-office accounting/management software and re-bill the franchisees, at cost. Though we do not own Data Central®, we do own the rights to all of the data contained within it, the menu and the inventory database. We do not intend to charge you for the rights to use this database; however, we may assess user fees in the future for the purpose of updating and maintaining this database. The annual subscription cost of Data Central® is currently $2,398; though, we may require you to purchase additional modules for an additional cost in the future. This subscription price includes application, enhancements, level one support and hosting. There may be an additional professional service fee for training and configuration at the time of installation which we estimate to be between $0 and $1,000. We may, at our option, provide such training and configuration services to you in which case we may require you to pay these fees directly to us. We may in the future require the use of software and hardware, which you will be responsible for paying for and servicing, which will enable you to become a "thin client" user with us acting as a host, housing the software and programs which you will use. We reserve the right to charge you a reasonable fee for those hosting services. We may also provide level one support in the future. We receive a rebate of approximately $400 per location from Restaurant Magic Software.

8. We currently require you to pay for gift card processing services and customer feedback services, which you must order through us. These services are provided by third parties that bill us collectively for all Restaurant locations. We cover the cost of these services and re-bill the franchisees for them, at cost.

9. This item includes the table burners, sinks, refrigerators, kitchen ventilation systems, display cases, marketing display TVs, tables, table extensions, stools, chairs, booths, utensils, a phone system, a desk, filing cabinets and related office supplies. The low end of the range assumes that you will either take over an existing restaurant space with some of these items already in place or purchase used equipment. The high end of the range assumes that all new equipment is purchased. We estimate that you will need between 35 to 64 burners initially, for an approximate cost of $9,450 to $19,392, excluding installation, taxes and freight. We estimate that the installation of the burners would be between $0 (if you install the burners yourself) and $1,000 (if you hire an electrician to install the burners).

10. The difference between the low and high range (4,400 square feet to 5,000 square feet) is attributable to the actual size of the Restaurant and the amount and variety of the food, beverage and alcoholic products, small-wares, janitorial and paper goods, and other materials and supplies necessary for the opening of the Restaurant in compliance with our prescribed standards and specifications.

11. You must provide or purchase a laptop computer and have it available during initial training in Tampa, Florida. The laptop must be available for each manager attending the initial training program (i.e., total of 3 management employees, including the franchisee/managing owner) for the duration of the required initial training. The laptop system specs will be provided to you in a separate document and must be able to run the POS system, your reservation system software, and the learning management system for demo/training purposes. The estimated cost of the laptop computer is $1,000. Training expenses also include hotel, airfare, food and payroll for 3 owners/managers to attend our initial training program and the initial order of hiring and training materials for the new restaurant opening. This estimate does not include additional training fees which would apply if more than 3 people attend initial training. We will train up to 4 people at no charge.

12. You must obtain, at your expense, all required permits, licenses and approvals for construction and operation of your Restaurant. Applicable federal, state, and local laws may require you to obtain various licenses and/or permits for the operation of your Restaurant. Each county and/or state may differ in licensing and permit requirements for the services you will offer. It is your responsibility to research the requirements that apply to your specific territory, and to operate your Restaurant in full compliance with applicable laws. All services provided by your Restaurant must comply with state, local and/or federal laws. We also require you to obtain a license or permit for the sale of beer, wine and liquor. The cost of the beer, wine and liquor license varies substantially from state to state and county to county. The range estimated in this document may not reflect your actual cost, which could exceed the estimate, depending on your jurisdiction. Since the availability and expenses of acquiring a beer, wine and liquor license or permit varies substantially from jurisdiction to jurisdiction, you should consult the appropriate governmental authority concerning the availability of such licenses or permits and the associated expenses for your Restaurant before you sign a Franchise Agreement.

13. You must obtain insurance in the amounts and types of coverage we specify.

14. Unless we designate or approve another provider, you must use our internal accounting services for a period ending no sooner than one year from the date your Restaurant opens for business. After one year, we may require you to continue using a designated or approved accounting firm, or our internal accounting services, at our discretion, if you fail to submit required financial statements or reports in a timely manner, or if the financial information is not accurate.

15. The Reservation System fees range from $7,000 to $14,000 per year and are paid monthly. This estimate is for the first 3 months of the operation of your Restaurant.

16. This item estimates your additional initial start-up expenses. The disclosure laws require us to include this estimate of all costs to operate your franchise during the "initial phase" of your business, which is defined as 3 months or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for our industry, so our disclosures cover a 3-month period. This estimate includes payroll costs for your General Manager, Assistant Manager, Kitchen Manager and restaurant staff. Additional funds also include loan origination fees, loan closing fees, potential SBA loan guarantee fees and other various costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our

methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.

17. We relied on our experience from opening restaurants in the past and our experience in the restaurant business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. The total estimated start-up costs may exceed the high range depending upon the location, site conditions, local construction costs, local governmental fees and local market conditions, and other factors.

18. Under the Area Development Program, the Development Fee paid at the time you sign the Development Agreement equals $45,000 for the first Restaurant scheduled to be developed, plus $22,500 times the number of Restaurants after the first Restaurant you are scheduled to develop. The low estimate assumes 2 Restaurants and the high estimate assumes 5 Restaurants. In addition to the Development Fee, you would also incur the total estimated initial investment under the Area Development Program for each Restaurant that you open, for your first Restaurant and less $22,500 for each remaining Restaurant, since we do not charge an initial franchise fee for your first Restaurant and reduce the initial franchise fees for the remaining Restaurants to $22,500 each, as discussed above.

19. The total fee for site selection services is $5,000 payable to a third-party vendor; however, $2,500 of this amount is paid by us, resulting in a payment by you of $2,500.

20. The Grand Opening advertising funds must be spent within a 90-day timeframe ranging from thirty days prior to opening and 60-days post-opening.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The source for virtually all of your purchases is restricted in some way.

Purchases from Us

We require you to purchase certain third-party services that must be ordered through us, including real estate services, back office accounting software, email, learning management systems, reservation interface, gift card processing, customer survey services and website enhancements/integration (WEI) services. These services are provided by third parties that bill us collectively for all Restaurant locations. We cover all or part of the cost of these services and re-bill the franchisees for them, at cost. We are the only approved supplier of accounting services for your Restaurant during its first year of operation. We currently are the only approved supplier of our proprietary fondue forks, fondue pots and fondue pot safety devices used in the transport of hot fondue pots. These items are distributed through a distributor we designate. We also are the only approved supplier for the plastic gift cards that you will sell at your Restaurant.

In the fiscal year ending March 31, 2018, our revenues from the sale of items to franchisees were $21,296, which represents 0.16% of our total revenues of $13,369,427. These figures are derived from our audited financial statements, which are attached as Exhibit "A" to this disclosure document.

Other than the cost of those items described in Items 5 and 6 of this disclosure document, the cost of equipment and services purchased from us represents approximately 1% of the total cost to establish a franchise and approximately 1% of the total operating expenses thereafter.

Approved Suppliers

We will supply all proprietary items to an approved distributor for sale to you. If we develop other proprietary food products in the categories of frozen, refrigerated and dry (or shelf stable), we will supply them to an approved distributor, and you must purchase such food products from that distributor. You must purchase all meats, pork, chicken, fish, shellfish, proteins, dairy products, canned goods, dry goods, spices, produce items (which may or may not be part of nationwide buying program), supplies, and other items you use and sell at and from your Restaurant through our approved suppliers or distributors. You may have the option to purchase select items locally as outlined in our Manuals from time to time. You are required to pay for all goods and services within negotiated terms. Please note that your credit rating can affect these terms. These terms may change without notice. You must purchase training materials that include printed materials from the approved supplier. You must purchase various marketing, website, search engine optimization, customer relationship management, social networking, wireless services, firewall, compliance security, and brand development products, services and/or software from the approved supplier. You must purchase various promotional items and uniforms for your staff from a manufacturer we designate. You must purchase the Data Central® program from a third party or from us, as we deem necessary. At this time, we do not require a specific credit card processor. We reserve the right to do so in the future. You must use an approved restaurant reservation provider. Although OpenTable is our preferred provider, we do not require OpenTable at this time; though, we reserve the right to designate it or others in the future as a required vendor. You must use our designated accounting firm for a period ending no sooner than the date that is one year from the date your Restaurant opens for business. Once your Restaurant has been open for a year, we may require you to obtain and utilize the services of a designated or approved accounting firm if you fail to submit required financial reports in a timely manner or if the financial information submitted to us is inaccurate. We may, at our option, require you to utilize the services of our internal accounting department and, if so, we may charge you a reasonable fee to cover the cost of those services. You must also use our designated real estate broker/consultant network for all your lease negotiations. We do not make any express or implied warranties with respect to any products goods or services we supply to you or recommend for your use.

Required purchases from approved suppliers, including us, represents approximately 67% of your total purchases in connection with the establishment of your Restaurant and approximately 85% of your overall purchases in operating the Restaurant.

There are no suppliers in which any of our officers own an interest.

Rebates

We negotiate with manufacturers to receive rebates on certain items you must purchase. Our revenue from rebates equaled $2,535,527 for fiscal year ending March 31, 2018, which is 19% of our total revenues of $13,369,427 (see our audited financial statements attached as Exhibit "A" to this disclosure document). The amount of the rebates and the basis for payment varies from: (i) flat payments per pound (ranging from $.03 to $.50); (ii) percentages of sales (up to 1.45%); and (iii) payments per case (ranging from $1.00 to $18.00). These amounts may vary, and additional vendors may pay rebates in the future.

Changes to Suppliers

If you want to use any item that does not comply with our specifications or is to be purchased from a supplier that has not yet been approved, you must first submit sufficient information, specifications and samples for our determination whether the item complies with our specifications or the supplier meets

approved supplier criteria. We may charge you a reasonable fee, including the cost of microbiological and nutritional tests, to cover the costs we incur in making this determination. Suppliers may be approved for specified geographical areas. A supplier that has been approved for one area might not be granted approval in another area. We will respond to requests to change suppliers within 30 days as long as we have the opportunity to fully evaluate such supplier. If we refuse to change or add a supplier suggested by you, we will give you the reasons for our disapproval. We will, periodically, establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to quality, design, price, distribution methods, supply considerations (including sustainability and fair trade), compatibility with MELTING POT® system and service and concentration of purchases with one or more suppliers in order to obtain better prices and service. Such approval may be temporary, pending our further evaluation of the supplier, and we reserve the right to withdraw our approval of a supplier at any time without notice. We have the right to limit the number of suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that we have already designated an exclusive source (which may be us or our affiliate) for a particular item or service or if we believe that doing so is in the best interests of the MELTING POT® Restaurant network.

Standards and Specifications

In order to maintain the quality of the goods and services sold by MELTING POT Restaurants and the reputation of the MELTING POT Restaurants franchise network, you must operate and develop the Restaurant according to our standards and specifications. Our standards and specifications may regulate, among other things, the use of certain plans, specifications, decor, artwork, music, blueprints, and designs for development of the Restaurant; types, models and brands of required fixtures, furnishings, equipment, signs, computer hardware and software, POS systems, materials, beverages and food products, and kitchenware, tableware and supplies to be used in operating the Restaurant; required or authorized products and product categories; and designated or approved suppliers of such items (which may be limited to or include us or our affiliates). Our standards and specifications may impose minimum requirements for quality, taste, cost, consistency, exclusion of unapproved food additives and/or chemicals, sustainability, fair trade certification, delivery, performance, design and appearance. We will notify you in our Manuals or other communications of our standards and specifications and/or names of approved suppliers. Required purchases according to our specifications and standards represent approximately 26% of your total purchases in connection with the establishment of your Restaurant and approximately 10% of your overall purchases in operating the Restaurant.

You must purchase certain brands of liquor ("**Core Beverage**") under the MELTING POT® Core Beverage Program.

Restaurant Development

MELTING POT® Restaurants must be constructed or remodeled in accordance with our standards and specifications. You must purchase or lease and use only such equipment and supplies as we may specify or approve and method that we prescribe. We or our designated architectural and design firm will furnish you with mandatory and suggested specifications and layouts for a MELTING POT® Restaurant, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs and furnishings. The Construction and Design Department will furnish you with their normal Scope of Work. Anything above and beyond the standard scope of services, including but not limited to exterior improvements, additional drawings, etc. will be provided on an additional services and cost basis. You are required to use our Construction and Design Department services for the evaluation, layout, design and overall project guidance in the development of your location, subject to review and approval, along with our outside design vendor who will provide you services and invoice you directly for payment. You must also use architectural engineering and contractor firms acceptable to us. Our Construction and Design Department reserves the right to review and approve vendors providing services in the development of the restaurant, including: architectural, engineering and general contracting. We may require you to get a bid from our list of designated consultants,

contractors, project management and vendors. You are obligated at your expense to have the architect prepare all required construction plans and specifications, based on our design drawings and specifications, to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You must at your expense use construction contractors designated or approved by us. You must pay all charges in connection with the services provided by the specified architectural and design, engineering and contractor firm.

Computer Systems

You must purchase and use the POS system and software, as well as all modifications, enhancements and revisions to them, as prescribed in the Manuals. We currently require you to use a designated POS system and Data Central® software but reserve the right to designate another service as determined by the needs of the business. You must also purchase computer hardware, including a laptop computer that is compatible with the Data Central® software or whatever back office system is designated. The laptop computer must also be capable of running the POS system and the reservation system software (or other systems and software that we prescribe). You must purchase the FusionPrep app to house recipes and job aids for your Restaurant. You must also as necessary purchase a terminal and printer or software to process gift cards.

Insurance

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require, which may periodically be adjusted, and meet the other insurance-related obligations in the Franchise Agreement. You are required to obtain property insurance (full cost replacement value of lease improvements), general liability insurance ($2,000,000 general aggregate and $1,000,000 per occurrence), liquor liability insurance ($1,000,000 general aggregate and $1,000,000 per occurrence), automobile liability insurance ($1,000,000), workers' compensation insurance ($500,000) and umbrella liability insurance ($1,000,000 general aggregate and $1,000,000 per occurrence). The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must name "The Melting Pot Restaurants, Inc. and its Affiliates" as additional insured parties. You are responsible for providing and maintaining written documentation verifying all coverage.

Real Estate Services

We require you to use our designated real estate broker/consultant network for all of your lease negotiations. You pay this third party the full fee for these services, and we reimburse you $2,500 within 30 days of the fee being paid. The current fee for mid-term lease renegotiations is $5,000, plus 30% of any savings to you over the life of the lease term. The current fee for lease renewal negotiations is $5,000. The current fee to evaluate whether it is most optimal for you to retain your present Restaurant location or to relocate your Restaurant to another location ranges from $5,000 to $10,000. We do not profit from Real Estate Services in any way.

Miscellaneous

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We have developed purchase arrangements with suppliers for the benefit of franchisees and we may pursue additional similar arrangements in the future. Except as set forth above, we do not currently derive any financial benefit from these arrangements. We may negotiate purchase arrangements with suppliers for the benefit of franchisees, and/or to derive revenue or other material consideration as a result of required purchases or leases but intend to do so only if there will be a net cost savings to franchisees from the particular arrangement.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 2 and 4 of Franchise Agreement; Collateral Assignment of Lease; Section 7 of the Successor Franchise Addendum; Operating Agreement for Path to Grow Program ("PGP Operating Agreement"), Section 3.3	Items 10, 11 and 12
	Development Agreement, Section 5	
(b) Pre-opening purchases/leases	Sections 4, 10 and 11 of Franchise Agreement; Section 7 of the Successor Franchise Addendum; PGP Operating Agreement, Section 3.3	Items 7, 8 and 10
	Development Agreement, Not Applicable	
(c) Site development and other pre-opening requirements	Sections 4 and 10 of Franchise Agreement; Section 7 of the Successor Franchise Addendum; PGP Operating Agreement, Section 3.3	Items 10, 11 and 12
	Development Agreement, Not Applicable	
(d) Initial and ongoing training	Section 5 of Franchise Agreement; Section 6 of the Successor Franchise Addendum	Item 11
	Development Agreement, Not Applicable	
(e) Opening	Section 4 of Franchise Agreement; Section 6 of the Successor Franchise Addendum	Item 11
	Development Agreement, Section 3	
(f) Fees	Sections 4, 5, 9, 11 and 14 of Franchise Agreement; Section 4 of the Membership Agreement	Items 5 and 6
	Development Agreement, Section 4 and 11	
(g) Compliance with standards and policies/ Manuals	Sections 4, 5, 6, 7, 10, 11 and 12 of Franchise Agreement	Items 8 and 11
	Development Agreement, Not Applicable	
(h) Trademarks and proprietary information	Sections 5, 6, 7, 16, and 17 of Franchise Agreement; Noncompete Agreement; Confidentiality, Non-Solicitation and Assignment of Inventions Agreement ("**Confidentiality Agreement**")	Items 13 and 14
	Development Agreement, Section 7 and 8	
(i) Restrictions on products/ services offered	Section 10 of Franchise Agreement	Item 16
	Development Agreement, Not Applicable	
(j) Warranty and customer service requirements	Not Applicable	None
	Development Agreement, Not Applicable	
(k) Territorial development and sales quotas	Not applicable	None
	Development Agreement, Section 3	
(l) On-going product/service purchases	Sections 2, 4, 5, 10 and 11 of Franchise Agreement;	Item 8
	Development Agreement, Not Applicable	
(m) Maintenance, appearance and	Sections 3, 4, 5, 10, 13 and 14 of Franchise Agreement; Section 7 of the Successor Franchise Addendum	Item 11

Obligation	Section in Agreement	Disclosure Document Item
remodeling requirements	Development Agreement, Not Applicable	
(n) Insurance	Section 10 of Franchise Agreement;	Item 8
	Development Agreement, Not Applicable	
(o) Advertising	Section 11 of Franchise Agreement; Sections 11 and 12 of the Membership Agreement	Item 11
	Development Agreement, Not Applicable	
(p) Indemnification	Sections 6 and 8 of Franchise Agreement; Section 2 of Collateral Assignment of Lease; Section 4 of Conditional Assignment of Telephone Numbers and Listings Agreement	Item 6
	Development Agreement. Section 12	
(q) Owner's staffing/ participation/ management	Sections 10 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement	Item 15
	Development Agreement, Section 6	
(r) Records and reports	Section 12 of Franchise Agreement	Item 11
	Development Agreement, Not Applicable	
(s) Inspections and audits	Section 13 of Franchise Agreement	Items 6 and 11
	Development Agreement, Not Applicable	
(t) Transfer	Section 14 of Franchise Agreement; Section 10 of the Successor Franchise Addendum; PGP Operating Agreement, Article 8	Items 10 and 17
	Development Agreement, Section 11	
(u) Renewal	Section 3 of Franchise Agreement; Successor Franchise Addendum	Item 17
	Development Agreement, Section 2	
(v) Post-termination obligations	Section 16 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement; PGP Operating Agreement, Article 10	Items 10 and 17
	Development Agreement, Section 10	
(w) Non-competition covenants	Sections 7 and 16 of Franchise Agreement; Noncompete Agreement; Confidentiality Agreement	Items 15 and 17
	Development Agreement, Sections 7 and 10	
(x) Dispute resolution	Sections 17 and 19 of Franchise Agreement; the Noncompete Agreement; Confidentiality Agreement; Section 13 of Collateral Assignment of Lease; Section 9 of Conditional Assignment of Telephone Numbers and Listings Agreement	Item 17
	Development Agreement, Section 14	

ITEM 10.
FINANCING

New Restaurants

With respect to new Restaurant locations, neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, has any practice or intent to sell, assign or discount to a third party all or part of any financing arrangement of yours, or receives any direct or indirect payments or other consideration from any person for the placement of financing with the lender.

Existing and Former Restaurants

With respect to select existing and former Restaurant locations, we offer a Path to Grow financing program ("**PGP**") in which you may be qualified to purchase a MELTING POT® Restaurant that is already in operation or has recently closed. PGP is not available to all existing and former locations, and it is not applicable to new construction or relocations. Re-opening an approved MELTING POT® Restaurant that has closed for business may be eligible for financing via PGP. Ideal candidates for PGP are experienced restaurant operators or franchisees. Operations or franchise experience with MELTING POT® is not a requirement. Any existing or former location, operator or franchisee interested in PGP is subject to our review and approval.

Under the PGP program, you form a new business entity ("NewCo"), and NewCo either purchases franchise rights from an existing franchisee, or NewCo enters into a new Franchise Agreement and pays us the Initial Franchise Fee. A copy of our Franchise Agreement is attached as Exhibit "B" to this disclosure document. Next, NewCo purchases the existing Restaurant, including all of its leasehold rights, tangible assets, licenses, permits, records, contracts, inventory and goodwill ("**Included Assets**"). In order to finance the purchase of the existing Restaurant, (i) you make an initial capital contribution to NewCo of between 5 and 15% of the total purchase price for the Restaurant and (ii) we loan NewCo the balance of the purchase price.

In return for your initial capital contribution, you receive a 100% interest in NewCo and agree to manage the day-to-day operations of the Restaurant. In return for our loan, NewCo and/or you, as applicable, enters into our standard form of loan documents, a copy of which is attached as Exhibit "L-2" to this disclosure document. Specifically, NewCo enters into a Loan Agreement (Exhibit "L-2(a)") and Promissory Note (Exhibit "L-2(b)") in which NewCo agrees to repay our loan, together with interest on the unpaid principal, in 48 monthly installments. The Promissory Note is secured by the Included Assets of the Restaurant pursuant to a form of Security Agreement, a copy of which is attached as Exhibit "L-2(c)." You, and your owners if you are a corporation, limited liability company or other form of entity, are required to personally guaranty the Promissory Note pursuant to our form of Unconditional and Continuing Guaranty, attached as Exhibit "L-2(d)."

The financing we provide to NewCo covers the cost of the Initial Franchise Fee and all of the Included Assets of the Restaurant. We lend the money to NewCo directly. The amount of financing offered depends on the actual cost of the Restaurant, with total financing capped at 70%. The rate of interest differs depending on when the financing is issued because it is based on the average of interbank offered rates for one-year U.S. dollar denominated deposits in the London market ("LIBOR"), plus 2.5 percentage points rounded to the nearest one-eighth of one percentage point (0.125%); however, by way of example, the interest rate as of the issuance of this disclosure document was 5.25%. The debt can be prepaid without any prepayment penalty.

Upon default, NewCo, and you as its personal guarantor, (i) waive any defense by reason of any extension of time for reason of nonpayment, along with presentment, notice of dishonor, protest, demand and notice of protest. See Promissory Note, Exhibit "L-2(b), para. 8." NewCo, and you as personal guarantor, are also potentially liable to pay the entire amount due, court costs and attorney's fees incurred in collecting the debt and subject to termination of the franchise. Promissory Note, Exhibit "L-2(b), para. 5 and 6.

For the first four years of the Restaurant's operation, or until NewCo's loan is repaid, whichever is earlier, you (or your operating member if your franchise is owned by multiple persons) will receive a salary for managing the Restaurant, and any profits from the Restaurant will be used to pay down the loan. Until the loan is repaid, we also have the right to purchase your membership interest in NewCo for the same amount of money that you paid for your capital contribution, terminating your management of the Restaurant and your franchise rights.

We have no practice or intent to sell, assign or discount to a third party all or part of the PGP financing arrangement. Neither we nor our affiliates receive any direct or indirect payments or other consideration from any person for the placement of financing to you through the PGP program.

New and Existing Restaurants

Whether you choose to open a new MELTING POT® Restaurant or an existing Restaurant through PGP, we participate in the IFA's VetFran and DiversityFran programs, which provide financial incentives to qualified veterans and minorities to help them acquire franchised businesses.

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

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

Pre-Opening Obligations: Before you open your Restaurant, we will:

1. provide you with our site selection criteria for the Restaurant and accept your site in our discretion after signing a Franchise Agreement. As an Area Developer, you may find and present location(s) before signing the Franchise Agreement. The site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other MELTING POT Restaurants, the nature of other businesses in proximity to the site and other commercial characteristics, and the size, appearance and other physical characteristics of the proposed site. We will issue a letter accepting or rejecting a location you propose for the restaurant within 30 days after we receive the site selection worksheet and other materials we request. If you and we cannot agree on a site within 275 days of signing the Franchise Agreement, it will terminate unless we grant you an extension, in our sole discretion. (Franchise Agreement – Section 4)

2. provide Restaurant development assistance, which may include (i) space evaluation; (ii) design/package layout; (iii) foodservice design; (iv) kitchen/interior design; (v) tele-support; (vi) project management and value engineering; (vi) recommendations or requirements for architectural services; (vii) floor plan and rough sketch-ins; and (viii) layouts for POS, audio and visual. You will have the sole and ultimate responsibility for developing your Restaurant. We do not make any representation or warranty of any kind, express or implied, in regard to any contractors, subcontractors, etc. in connection with the development of the Restaurant. (Franchise Agreement – Section 4). Our Construction and Design Department will furnish you with their normal Scope of Work. Anything above and beyond the standard scope of services, including but not limited to, exterior improvements, additional drawings, etc., will be provided on an additional services and cost basis. To allow you to enjoy discounts available to our Construction and Design Department that you may be unable to secure, we may assist you in the purchase of certain materials and supplies for the construction of the Restaurant. However, you are solely responsible for the selection and the use of those items, and we make no warranty of any kind for the work or supplies we may help you to acquire. You agree to diligently pursue the preparation of MELTING POT® Restaurant for opening. You must begin operation of your MELTING POT® Restaurant within the earlier of 270 days after the date you sign the purchase agreement or lease for the premises of the Restaurant or within 545 days after the date you sign the Franchise Agreement, subject to any extensions we grant, in our sole discretion. We may, but are not required to, grant you an extension of the time period to sign a lease or otherwise obtain the right to occupy a site. (Franchise Agreement – Section 4) Under our current extension policy, we will not charge you a fee if you sign a lease or obtain the right to occupy the site within 90 days of the beginning of the Extension Period. If a lease is not signed or you have not obtained the right to occupy the site during the second 90-day Extension Period, we will charge you an Extension Fee of $4,000 and if a lease is not signed or you have not obtained the right to occupy the site during the third 90-day extension period, we will charge you an Extension Fee of $8,000. If you obtain the right to occupy the site prior to the end of any extension period, we will refund the portion of the Extension Fee allotted to the days remaining in the extension period.

3. inspect MELTING POT® Restaurant prior to its initial opening to determine its readiness to open. Such inspection will not be made until a Certificate of Occupancy has been granted by all applicable

agencies. You will not commence operating until we grant approval. We do not make any guarantees, implied or otherwise for the contractors, sub-contractors or anyone else involved in the building out of your Restaurant. (Franchise Agreement – Section 4)

4. as discussed in Item 8, identify the fixtures, furnishings, equipment (including computer hardware and software), signs, food products, materials and supplies necessary for the Restaurant to begin operations, the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and/or our affiliates). (Franchise Agreement – Section 4)

5. grant you access (which may be electronic) to our Manuals. (Franchise Agreement –Section 5)

6. require each first-time franchisee or majority shareholder, majority owner or approved managing partner to complete initial training along with 2 additional qualified managers (a total of 3 operating managers/people if the Restaurant is to be open for dinner only, or a total of 4 operating managers/people if the Restaurant is to be open for lunch and dinner). We will train up to 5 individuals without charging a training fee. If the franchisee does not intend on acting as general manager of the Restaurant, we may still require him/her to complete all or a portion of the required initial training in addition to hiring and training 3 managers (total of 4 people). (Franchise Agreement – Section 5) A training fee of up to $1,500 per person will be charged for training additional management personnel. This training is described in detail later in this Item. We are not obligated to train you and your manager when you sign a Successor Franchise Addendum, but you or one of your managers must satisfactorily complete any new training and refresher programs that we require, at your expense. The Successor Franchise Addendum is attached as Exhibit "B-1". If you are being assigned or transferred a Franchise Agreement, you must comply with and successfully complete the requirements imposed on a first-time franchisee. (Franchise Agreement – Section 5)

7. after our receipt of your completed Pre-Opening Agreement and copies of a final Certificate of Occupancy, Board of Health Certificate and required liquor, beer and wine licenses for your Restaurant, we will provide you with one or more personnel, including an Operations Support Trainer, for such period of time as we consider necessary for supervisory assistance and guidance, consistent with the Manuals, in connection with opening and initial operation of your Restaurant. (Franchise Agreement – Section 5). A copy of the Pre-Opening Agreement is attached as Exhibit C to the Franchise Agreement.

If you are acquiring a successor franchise, we do not have the foregoing obligations.

Continuing Obligations: During your operation of the Restaurant, we will:

1. advise you periodically regarding the operation of the Restaurant based on reports you submit or inspections we make. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods used by MELTING POT® Restaurants; purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies; pricing; advertising and marketing programs; employee training; and administrative, bookkeeping and accounting procedures. Such guidance may include food and beverage cost tools and other financial information that we periodically prepare or compile and share with franchisees. Any such information is provided without warranty as to its completeness or accuracy, as there may be occasional errors or variations among unit measurements or market conditions that can affect the numbers or projections. Ongoing guidance will, at our discretion, be furnished in our Manuals, via our intranet or the internet, videos or other written materials and/or during telephone consultations and/or consultations at our office or the Restaurant. (Franchise Agreement – Section 5)

2. furnish you with such additional guidance, assistance and training as we deem necessary or appropriate, including, but not limited to, a wine list, menu and beverage programs, presented in the manner and style we prescribe. (Franchise Agreement – Section 5)

3. grant you access (which may be electronic) to our manuals (collectively, the "**Manuals**"), consisting of such materials (which may include handbooks, tests, training materials and videos) that we generally furnish to franchisees for use in operating MELTING POT® Restaurants. The Manuals contains mandatory and suggested specifications, standards, operating procedures and rules that we prescribe periodically. The Manuals may be modified periodically to reflect changes in our system. (Franchise Agreement – Section 5) If, for any reason your franchise is terminated or expired, you must return any printed copies of the Manuals and any Confidential Information to us.

4. issue, modify and supplement operating procedures for MELTING POT® Restaurants. We may periodically modify operating procedures, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Franchise Agreement. (Franchise Agreement – Section 10)

5. inspect and observe the operations of the Restaurant periodically to assist you in complying with the Franchise Agreement and other aspects of our system. (Franchise Agreement – Section 13)

6. establish, maintain and administer a brand development fund ("**Brand Development Fund**") if we determine that it is appropriate to do so. (Franchise Agreement – Section 11)

Brand Development Fund

We direct all programs financed by the Brand Development Fund, with sole discretion over the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. We require you to contribute to the Brand Development Fund such amounts that we prescribe periodically. The contribution amount is currently 1.19% of Gross Revenues of the Restaurant, but we may increase the contribution up to a total of 3.0% of Gross Revenues. The Brand Development Fund may be used, without limitation, to pay the costs of preparing and producing video, digital media, audio and written marketing materials as well as printed pieces; website development and marketing, including, without limitation, social media activities; search engine optimization, administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies to provide assistance, and vendors providing marketing services; development, implementation and maintenance of online asset management and email platform tools; and supporting public relations, market research and other advertising, promotion and internal and external marketing activities. We may use an in-house department to develop marketing or may use outside services. All decisions regarding media purchases and media placement will be made by us in our sole discretion; however, we may consult with the franchisee Strategic Partnership Committee regarding any such purchases.

The Brand Development Fund is accounted for separately from our other funds and may not be used to defray any of our general operating expenses, except for such salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Brand Development Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Brand Development Fund. We or our designee will provide you with a copy of the annual report of the operations of the Brand Development Fund upon request. We may spend, on behalf of the Brand Development Fund, in any fiscal year an amount greater or less than the aggregate contribution of all MELTING POT® Restaurants to the Brand Development Fund in that year, and the Brand Development Fund may borrow from us or others to cover deficits or invest any surplus for future use. Any unused funds will be carried over to the following year. All interest earned on monies contributed to the Brand Development Fund will be used to pay marketing costs before other assets of the Brand Development Fund are expended. We do not intend to use any monies from the Brand Development Fund for the preparation of franchise sales solicitation materials. We may incorporate the Brand Development

Fund or operate through a separate entity, and the successor entity will have all of the rights and duties described here. We will not prepare audited financial statements for the Brand Development Fund.

The Brand Development Fund is intended to maximize recognition of the Marks and patronage of MELTING POT® Restaurants. Although we endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all MELTING POT® Restaurants, we undertake no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by MELTING POT® Restaurants operating in that geographic area or that any MELTING POT® Restaurant will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials or the placement of advertising. We assume no other direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the Brand Development Fund.

During the fiscal year ending March 31, 2018, the Brand Development Fund spent an amount based on the total contributions made by the Restaurants as follows:

Item	% Spent**
Production	85%
Media Placement	0%
Administrative Expenses	4%
Other (market research)	0%
Total	89%

The Franchise Agreement authorizes us to spend in any fiscal year an amount greater or less than the aggregate contributions of MELTING POT® Restaurants to the Brand Development Fund in that year. None of the Brand Development Fund is used principally to solicit franchisees.

MELTING POT® Restaurants owned and operated by us and our affiliates contribute to the Brand Development Fund on the same basis as franchise owners. Franchisee contributions to the Brand Development Fund are generally on a uniform basis, but we may defer contributions of a franchisee and, upon 30 days' prior written notice to you, suspend contributions to and operations of the Brand Development Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Development Fund. If the Brand Development Fund is terminated, all unspent monies on the date of termination will be distributed to franchisees in proportion to their respective contributions to the Brand Development Fund during the preceding 12-month period.

Local Advertising

In addition to your required contributions to the Brand Development Fund, you must spend for advertising and promotion of the Restaurant no less than the minimum amount that we designate from time to time, which will not exceed 3% of your annual Gross Revenues ("**Local Advertising**"); however, the total of your Brand Development Fund contribution and your Local Advertising may not exceed 4.5% of Gross Revenues. You must spend (i) up to 3% of your Gross Revenues for the first six months of the year on Local Advertising, failing which you are required to make up any shortfall in spending within 60 days from June 30, and (ii) up to 3% of your Gross Revenues for the last six months of the year on Local Advertising, failing which you must make up any shortfall in spending by February 28 of the following year. As of the date of this disclosure document, we require that you spend 2.5% of your annual Gross Revenues for Local Advertising efforts. These expenditures are intended for paid media placement in your local market, such as radio, television, digital and out-of-home advertising (e.g., billboards, bus wraps or other outdoor advertising). If you don't spend the minimum amount that we designate for advertising and promotion of the Restaurant, we may undertake Local Advertising and promotional activities on your behalf and charge you the cost of such activities via ACH from your Restaurant's bank operating account.

Your Local Advertising must include, without limitation, the following:

1. Participation in drives, contests, in-store promotions, social media programs and similar sales promotion programs as established by us from time to time. In addition, we may make arrangements with food and beverage manufacturers and distributors for special promotions of designated food and beverages by all MELTING POT® Restaurants. You must participate in such special promotions as specified by us from time to time, at the frequency and in the manner that we prescribe. Your participation in such special promotions may require you to pay, directly or through your local advertising cooperative if established, for the placement of specified advertising and specified media in your market area. (Franchise Agreement – Section 11.B.)

2. Participation in "micro-local" advertising strategies that we establish or designate from time to time, including grass-roots marketing/promotions and other micro-focused tactics, such as geo-coded direct mail, digital, cable, internet radio, and mobile device marketing (traditional media may also be appropriate in some markets), as determined or approved by us. (Franchise Agreement – Section 11.B.)

3. Local print or broadcast media or outdoor advertising (e.g., billboards, bus wraps, etc.) in your market area.

4. Listings and advertisements, which must be approved by us before publication, in local and online telephone directories, including under the listing for “Restaurants” (expenditures for phone book listings and advertisements do not count toward your required local advertising expenditures). (Franchise Agreement – Section 11.B.)

5. Search engine optimization for any micro-site web page for your Restaurant location, as recommended or required by us from time to time. A "micro-site web page" is an interior page that we include at the MELTING POT® website (www.meltingpot.com) containing information about your Restaurant. If we include such an interior page on our website, you will be solely responsible for preparing the content for such micro-site web page, at your expense, and for related search engine optimization. We may, at our option, obtain search engine optimization services for the entire website, including all micro-site web pages, and require each Restaurant location to pay a pro rata share of such expenses. You will be responsible, at your expense, for providing content and updating the content for your micro-site web page at the frequency and in the manner that we prescribe. We may require you to use templates that we provide. You are responsible for the accuracy of all content on your micro-site web page and for ensuring compliance with all laws including the Americans with Disabilities Act and the copyright or trademark rights of any third party. WEI expenses that you incur for your micro-site web page will count toward your local advertising expenditures, but we may limit the amount of this credit to ensure that you use a blended micro local approach, acceptable to us, that incorporates other types of media and local advertising strategies and materials. (Franchise Agreement – Section 11.D.)

We may review your books and records relating to your expenditures for such advertising and promotion to ensure that you have spent the requisite amounts and that you have accounted for your expenditures in the manner required by us. If we determine that you have not spent the requisite amounts, we may require you, at our option, to (a) pay the unexpended amounts into the Brand Development Fund or (b) reimburse us for amounts that we spend satisfying your local advertising requirement, plus our related costs. (Franchise Agreement – Section 11.B.)

From time to time, we may develop and administer advertising and sales promotion programs, including menu discounts and coupons, customer loyalty and rewards programs, and charitable/fundraising programs, which are designed to promote and enhance the collective success of all MELTING POT® Restaurants and demonstrate the commitment of MELTING POT® Restaurants to the communities in which they operate. You must participate, at your expense, in these programs in accordance with the terms and conditions that we establish for such programs. We will determine the type, quantity, timing, placement and

choice of media and market areas for such programs. We will also determine whether and to what extent these programs will count toward your required local advertising expenditures. Thus, your participation in these programs may be in addition to your local advertising requirements, as determined by us. (Franchise Agreement – Section 11.E.)

We have policies that regulate participation in certain coupons, online discount offers or promotions, including, but not limited to, Groupon.

Approval of Advertising

All advertising for your Restaurant, including, but not limited to, press releases, social media messages, promotions and marketing, must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and the promotion policies which we prescribe periodically. Unless we provide otherwise in the Manuals or written bulletins, samples of all advertising, public relations, promotional and marketing materials that have not been prepared or previously approved by our Marketing Department, or which were previously prepared or approved but subsequently modified or altered by you, must be submitted to us for approval before their use. If you do not receive written disapproval within 15 days after we receive the materials, we will be deemed to have given the required approval, unless we have notified you prior to expiration of the review period that our review will take longer than 15 days, whether due to the nature of the proposed materials or other reasons. Our notice to you will specify the number of additional days for our review. We currently do not require you to submit to us for approval advertising created with approved marketing assets for local web pages, approved e-mail marketing vendors, and approved and/or current asset management tools. We may change, limit and/or revoke these exemptions from time to time, in our sole discretion. You may not use any advertising or promotional materials that we have not developed or approved, and you will promptly discontinue the use of any advertising or promotional plans or materials, whether or not previously approved or exempt, and whether or not you have already printed or developed them, upon notice from us. (Franchise Agreement – Section 11) No publications, media outlets, or marketing or public relations firms are authorized to develop any marketing materials on behalf of MELTING POT® Restaurants unless authorized in writing by Senior Management in our Marketing Department.

You may not videotape, film or photograph any aspect of your Restaurant or its operations for advertising, marketing or promotional purposes without our prior written consent.

Advertising Cooperatives

If your Restaurant is located in an area designated by us for the establishment of a local advertising cooperative, you must participate in the cooperative and contribute an amount for cooperative advertising and promotion not to exceed 1.5% of your Gross Revenues, which may be deducted from your Local Advertising requirement, as designated periodically by the cooperative. (Franchise Agreement – Section 11) We determine the area and membership of each advertising cooperative by media coverage or other criteria which we may establish in our discretion. Each franchisee's contribution is calculated as agreed upon by the majority of each cooperative's members. The advertising cooperatives operate from written governing documents prepared at the Members' expenses. A copy of the current form of Articles of Incorporation, Bylaws and Membership Agreement are attached as Exhibits "I", "J" and "K," respectively. We reserve the right to audit any accounts or funds collected by the cooperative. Restaurants we own have voting rights in the advertising cooperatives and must also make contributions.

Strategic Partnership Committee

While there is not a council composed of franchisees dedicated solely to advertising, we have voluntarily established a franchisee advisory council known as the "Strategic Partnership Committee" ("**SPC**") which addresses matters of interest to the MELTING POT Restaurant System, including advertising. The SPC will consist of a representative group of franchisees and the executive leadership and other department leaders

of the MELTING POT Restaurant Support Center. The franchisee representatives will be elected by franchisees and represent various geographical areas of the country. The purpose of the SPC is to review strategies and plans, and discuss other matters of common interest, for the MELTING POT Restaurant system, with the goal of driving the success and profitability of the MELTING POT brand and creating "Fondue Fanatics" through a guest centric culture consistent with our mission, values and principles. Although we will consult with the SPC, its recommendations are not binding on us. We retain the power to change or dissolve the SPC at any time.

Computer Systems

We require you to purchase a POS system for your Restaurant. The POS system includes remote terminals, remote printers, cash drawers, power supplies, switches, related cable requirements, POS software and integrated credit card software, and may also include handheld devices and specified cases enabling pay-at-table functionality. We reserve the right to change the designated POS system and software from time to time. The POS system requires wireless connectivity. You must use the wireless access points, firewalls, cellular backups and a managed security services vendor we specify. The computer system, as a whole, must be compliant with the standards created by the PCI Security Standards Council, including new or modified requirements. In addition to credit card information, your computer network infrastructure must also protect from disclosing customer data, including any profile data provided by your customers during the course of operating your Restaurant. You must use the compliance security vendor we specify. You must be in compliance with other industry standards, including but not limited to, the GDPR and the California Consumer Privacy Act.

We currently require you to subscribe to Restaurant Magic Software's Data Central® restaurant business management system at each franchise location. We reserve the right to change the back-office software from time to time. The subscription to the system will be set up through Restaurant Magic Software. Data Central® is the proprietary property of Accsys, Inc., d/b/a Restaurant Magic Software. Data Central® is a Microsoft® Windows based centralized business management solution designed to manage and report on purchasing, inventory, labor, sales and product mix, cost of goods, and to create the operating Profit & Loss Statement, via a proprietary internet based Smart Client application portal. It is an essential management tool. Data Central® operates on a Microsoft Windows based platform and requires a computer and operating system capable of running Microsoft .Net as specified by Microsoft. The Data Central® system is accessible through a high-speed internet connection which must be provided by the franchisee. Data Central® is hosted in a secure data facility on hardware owned and operated by Restaurant Magic Software. Data Central® utilizes a centralized data base, the content of which is our sole property. You will have direct access to your data via the internet. We will have daily independent access via the internet to your information and data from your use of Data Central®. There are no contractual limitations on our right to access this information and data. You have the contractual obligation to maintain a subscription to Data Central®, at the level selected by us, for each location during the term of the franchise. The annual subscription cost for Data Central® is defined in the Franchisee Order Form, an addendum to the Master Subscription Agreement between us and Accsys, Inc. Additional professional services may be billable at the time of installation which we estimate to be between $0 and $1,000.

You must maintain, at your expense, a high-speed cable (or DSL internet connection if no higher speed option is available) with downloadable speeds of at least 10 MB and upload speeds of at least 5 MB (when obtainable), or such upload speeds as are necessary to implement the "e-learning" online training system and any other software applications required as described below. If, you cannot obtain the required internet speed through your local ISP, we must approve the speed which you can obtain. Additionally, you must obtain at your expense (through our required managed security services provider) a mobile cellular card for use in the firewall to allow continuous operation of the POS system when the main internet or DSL provider fails. Currently, the Data Central® software requires a computer with at least a Pentium processor 2.2 GHZ or faster, which operates with the most current Microsoft Windows operating system with Microsoft .Net Framework, version 4.5, and at least 2 GB of RAM, a color monitor with a resolution of 1024x768 or

higher, and a HP or Canon inkjet or laser printer. Data Central® runs on a .Net 4.5 Framework and transfers data to and from your computer via .Net 4.5 remotely using XML over HTTP using a named port. You may be required to add additional capacity to the computer. The overall network infrastructure, which includes network cabling, hardware, software and services must be installed and maintained by a vendor approved or required by us, shall be in accord with a set of standards defined by us, and you must adhere to these standards both upon installation and throughout the term of your franchise agreement. You must maintain compatibility with the Data Central® software and be capable of sending and receiving information to us in the means we designate (including via wireless network). You must use accounting software that is compatible with the Data Central® software, as prescribed by us in the Manuals. We may require you to use an accrual method of accounting and to comply with other requirements prescribed by us in the Manuals from time to time. We estimate the cost of the required computer system and its related components, including the POS system, will be approximately $8,600 to $27,600.

Gift cards are issued and redeemed electronically using a card similar to a credit card. You may be required to purchase a terminal and printer or software from an approved vendor for processing these gift cards. Currently, gift cards are processed through the POS system. No additional hardware or software is needed. A third-party processor will maintain all records of cards issued and redeemed electronically. You will establish an account and complete an electronic funds transfer agreement so that any monies owed to you for cards you redeem that were sold elsewhere, and monies you owe for cards you sold that are redeemed elsewhere, can be rectified with your account on a monthly basis. We may change the frequency and manner of such payments from time to time. You must follow our rules and procedures governing the offer, sale, redemption and crediting of gift card transactions, as modified from time to time, including responsibility for gift card obligations for gift card sales made through your Restaurant. In the future, we may require that all monies for gift card sales made through your Restaurant be paid to us or our designee, for centralized processing, redemption and crediting of gift card transactions.

Neither we, Accsys, Inc. nor any other software or hardware supplier has any obligation to provide ongoing maintenance, repairs, upgrades or updates. We estimate the annual cost of any optional or required maintenance, updating, upgrading or support contracts to be $200 to $1,000 which is payable to us at the time and frequency we determine (e.g., daily, weekly, monthly etc.).

You are required to purchase the FusionPrep app to house recipes and job aids for your Restaurant.

You are required to maintain a restaurant reservation system that allows for guests to make online web-based reservations, including required hardware and software, in accordance with our standards and specifications. Currently, Open Table is the preferred vendor, but we might require that vendor, or another of our choosing at any time. You are required to take online reservations for the maximum party size your location has available and for the entire duration of your operating hours. We will specify from time to time required settings for your online reservation system to maximize business at your Restaurant, which we may alter without notice and through email or postings on our intranet. We estimate that the annual cost of the restaurant reservation system (including monthly subscription fees) is approximately $7,000 to $14,000. The cost varies depending on numerous factors including, but not limited to, the number of reservations booked through the MELTING POT® website versus the service provider's website, market variations in booking fees, and how much space each Restaurant allows for "online diners" booked through the reservation system.

Site Selection

We must accept the site for the location of your Restaurant. The site must meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other MELTING POT® Restaurants, the nature of other businesses in proximity to the site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed site. If you do not locate and secure a site for your Restaurant within 275 days of signing the Franchise Agreement, we may terminate your Franchise Agreement and your Initial Franchise

Fee is forfeit. We also must accept the lease or sublease, including any renewals, for the premises of your Restaurant before it is signed. We will not unreasonably or untimely withhold such acceptance. You must deliver a copy of the signed lease, and any lease amendment, addendum or renewal to us within 30 days after its execution. Our acceptance of the lease indicates only that we believe that its terms fall within the acceptable criteria we have established as of the time of our acceptance. You and your landlord must collaterally assign the lease or sublease for the Restaurant to us as security for your timely performance of all obligations under the Franchise Agreement and obtain the lessor's consent to the collateral assignment. A copy of the collateral assignment is attached as Exhibit "E" to this disclosure document. We require you to include in your lease, language granting us certain rights. Our current form of Rights of Franchisor Rider to Lease is attached as Exhibit "E-1" to this disclosure document. We also require you to sign our form of Conditional Assignment of Telephone Numbers and Digital IP in the form attached as Exhibit "D." We will not negotiate your lease with your landlord. We are not obligated to negotiate our Rider with your landlord. You must use our designated real estate broker/consultant network for all your lease negotiations. If you have selected, and we have accepted, a location and a lease has been negotiated for a site for any of your restaurants under your Area Development Agreement, you must sign a Franchise Agreement within 30 days after you sign the lease for such location and we deliver the franchise documents to you.

Time To Opening

We estimate that there will be an interval of 12 to 18 months between the execution of the Franchise Agreement and the opening of the Restaurant, but the interval may vary based upon such factors as the supply of suitable restaurant space in your territory, your financial requirements and creditworthiness, the time required to obtain government permits, approvals, and licenses, and the availability of construction, labor, materials, equipment and the like. You may not open the Restaurant for business until: (1) we approve the Restaurant as developed according to our specifications and standards; (2) pre-opening training has been completed to our satisfaction; (3) the initial franchise fee and all other amounts then due to us have been paid; and (4) we have been furnished with copies of all required documents, including evidence of all applicable permits, insurance coverage, development drawings and specifications, and payment of premiums as we request. We require you to finalize your real estate negotiations and execute a purchase or lease agreement for the premises within 275 days from signing the Franchise Agreement. We estimate that the typical time necessary for opening a MELTING POT® Restaurant after negotiations for the site have been finalized will normally vary from 4 to 8 months. You must open the Restaurant for business within the earlier to occur of 545 days after signing the Franchise Agreement or 270 days after purchasing or leasing the premises. You must obtain our prior written approval in advance of the opening of the Restaurant. (Franchise Agreement – Section 4)

Any extensions of the time period to execute a lease or purchase agreement or to open the Restaurant for business are subject to our extension policy, which may change periodically and may require you to pay us additional fees. You must request an extension prior to the applicable deadline.

Training

Before the Restaurant's opening, all franchisees must meet the following minimum requirements for management personnel and satisfactorily complete the training indicated. Initial training must be successfully completed to our satisfaction 30 days before the Restaurant opens for business. Prior to hiring all managers, the franchisee must submit the proposed manager's credentials to us so we may confirm that the proposed manager meets our then-current minimal job qualification standards as set forth in the Manuals. No Restaurant may open until the following minimum requirements are met:

1. Employ a 3-person (or 4-person if your Restaurant is open for lunch) qualified management team to manage the Restaurant – 1 will be the General Manager, and 2 to 3 will be the Assistant Managers, one whose primary, but not exclusive, duties will include all responsibilities where guests are served, called the "Front of the House," and one whose primary, but not exclusive,

duties will include responsibility for the kitchen, which we call the "Heart of the House.". Each manager must fulfill the job duties for his or her position as described in our Manuals or otherwise.

2. The General Manager, who will oversee the entire operation of the Restaurant, can be the franchisee (or one of its owners in the event franchisee is a business organization) or an employee with verifiable general manager experience in the restaurant and hospitality industry. The General Manager is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and recommended. A minimum of 2 years' experience as a General Manager or 3 years as an Assistant General Manager in an upscale-casual/quick-casual or high-end restaurant concept; or an equivalent combination of education and / or work experience, is required. The General Manager must successfully complete the MELTING POT Restaurant Operations Training Program, stay current (and retrain from time-to-time as needed to stay current) on Front of the House and Heart of the House skills, both of which are described in Section 2 of the System Standards Manual, the table of contents of which is attached hereto as Exhibit "F",. Food safety manager and alcohol certification through the ServSafe® program is also required.

3. The Assistant Manager whose primary, but not exclusive, duties will include all Front of the House responsibilities (the "**Manager**") is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and recommended. A minimum of two years' experience as an Assistant Manager in an upscale-casual/quick-casual or other high-end restaurant concept, or an equivalent combination of education and / or work experience, is required. The Manager must successfully complete the MELTING POT Restaurant Operations Training Program, stay current on front of the house and heart of the house skills, and retrain from time-to-time as needed to stay current. Food safety manager and alcohol certification through the ServSafe® program is also required.

4. The Assistant Manager whose primary, but not exclusive, duties will include all Heart of the House responsibilities (the "**Kitchen Manager**") is required to be a high school graduate, and college course work or professional certification / education in restaurant or business / training field is highly desired and recommended. A minimum of two years' experience as an Assistant Manager or Kitchen Manager in an upscale-casual/quick-casual or other high-end restaurant concept, or an equivalent combination of education and / or work experience, is required. The Kitchen Manager must successfully complete the MELTING POT Restaurant Operations Training Program, stay current on front of the house and heart of the house skills, and retrain from time-to-time as needed to stay current. Food safety manager and alcohol certification through the ServSafe® program is also required.

5. The General Manager can, contingent upon our approval, be the franchisee (if the franchisee is an individual), one of its owners (if the franchisee is a business organization), or an employee with verifiable general manager experience in the restaurant and hospitality industry. Regardless of whether you (or one of your owners) will be the General Manager, you (or an owner acceptable to us) may be required to complete all or any portion of our initial training program and/or complete food safety and alcohol certification through the ServSafe® program, as determined by us in our sole discretion. If you or one of your owners will serve as the General Manager for the Restaurant, you must perform all duties of the General Manager position as determined by us from time to time and set forth in the Manuals or otherwise.

6. The General Manager, Manager and Kitchen Manager must satisfactorily complete our initial training program described below (currently a minimum of 8 weeks of training). Each of them must also complete food safety and alcohol certification through the ServSafe® program.

If the Franchise Agreement relates to your second or subsequent Restaurant, we will not require you (or your majority shareholder, majority owner or approved managing partner) or your managers to complete the initial training program, as long as such individuals have previously successfully completed our initial training program. Any management personnel for your second or subsequent Restaurant who have not already completed our initial training program will be required to do so.

We may require that Restaurants projected to exceed $2 million in annual sales add an additional manager to support operations. We provide initial training for up to 4 individuals at no charge. If we train additional people, or if we train any new or replacement managers once your Restaurant opens for business, you must pay us a training fee of up to $1,500 per person.

Training is provided by, or under the supervision of our Learning & Communications Department. Individuals involved in the training will include qualified in-store management and/or our designated trainers. As of our most recent fiscal year end, we provided the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Prep / Expo / Salad, Entrée, and Chocolate Line	1.25	72	Restaurant Support Center, Tampa, FL, and Company Operated Restaurants, Tampa Bay, FL
Dishwasher	–	6	Restaurant Support Center, Tampa, FL and Company Operated Restaurants, Tampa Bay, FL
Service Assistant	2	6	Restaurant Support Center, Tampa, FL and Company Operated Restaurants, Tampa Bay, FL
Hospitality Specialist	4	16	Restaurant Support Center, Tampa, FL, and Company Operated Restaurants, Tampa Bay, FL
Bartender / Wine Service	1	6	Restaurant Support Center, Tampa, FL,and Company Operated Restaurants, Tampa Bay, FL
Server	6	30	Restaurant Support Center, Tampa, FL, and Company Operated Restaurants, Tampa Bay, FL
Management / Supervision & Administration	24	150	Restaurant Support Center, Tampa, FL, and Company Operated Restaurants, Tampa Bay, FL
TOTAL	**38.25**	**232**	

The materials used in training include the Manuals as well as other presentation materials, including PowerPoint presentations and handouts, and online learning materials. Training will be conducted by one or more of the following employees. Their experience relating to the subjects taught and our operations are as follows:

Danielle Kilgore has over 10 years of experience in professional and technical writing, over 10 years in documentation and communication design and over 15 years in the hospitality industry. She has been with us since June 2010. Previously she worked for Elavon, a subsidiary of US Bank, as a Level III Technical Writer in Largo, Florida.

Cherise Look Hong has 5 years of instructional systems design and process improvement, 7 years of front-end development and over 10 years of technical training, documentation and support. She has been with us since September of 2015. Previously she worked at Technology Transfer Services as the LMS Administrator and Support Lead in Tampa, FL.

Josh Bonanno has 12 years of culinary and hospitality experience and five years of training experience. He previously worked in the specialty coffee and retail industry.

As noted, training must be completed to our satisfaction. Successful completion of training is validated/measured through on-the-job observations, written and online assessments, practice quizzes and classroom training, conducted by our certified restaurant general managers, trainers and restaurant support center representatives.

All travel and living expenses incurred by trainees must be paid by you. If you designate any new managers after the Restaurant opens for business, each such manager must attend and satisfactorily complete our manager training program in Tampa, Florida, within a 9-month period of their assuming their position. A separate training fee of up to $1,500 per person will be charged for operations training for more than 4 people before or after the Restaurant is open.

You must ensure that all of your general managers and managers successfully complete the ServSafe® Food Protection Manager course and the ServSafe® Alcohol course. We can charge you a fee (up to $200 per person) for each management trainee / participant attending the ServSafe® Food Protection Manager course and the ServSafe® Alcohol course.

Some states require additional criteria be met in order to operate a restaurant; please check with your local health department for local / state mandates related to food safety and responsible service of alcohol.

Training schedules have been established on a rotating basis throughout the year. You may select designated start dates to attend training according to our annual training calendar. Training will only be conducted during the dates specified on the annual training calendar or other dates that we specify. It is your responsibility to ensure that all training requirements are completed.

We have developed and implemented "e-learning" online training tools and may provide part of the initial training and all or any portion of ongoing training to you and your employees via e-learning. We will charge you an annual access fee (currently $250 per Restaurant) and may also charge you on-going fees (estimated to range between $75 and $1,500 per Restaurant per year) for Spanish translation and development of new e-learning programs, as determined by us in our discretion.

On-going Training/Annual Events/Training Seminars

We may require you and/or any or all of your management personnel to attend periodic refresher training courses, conferences, seminars, meetings or events we provide from time to time and pay the applicable fees. In addition, we may require you and one manager you designate to participate and satisfactorily complete any and all new and/or revised training programs and management criteria that we

implement from time to time. You must pay all costs associated with training materials and revising materials, charts, posters or other training related collateral. You must give us reasonable assistance in training other franchisees; we will reimburse you for your reasonable out-of-pocket expenses in providing such assistance. You must send a General Manager, Manager and/or Kitchen Manager to participate in the Operators' Conference; if you would like any other type of attendee to participate in the Operators' Conference, you must obtain our written approval no less than three weeks in advance of the Operators' Conference. If you and/or any of your management personnel fail to attend any required training courses, conferences, seminars or meetings, or you and/or any of your management personnel fail to attend all days and all sessions provided at such training course, conference, seminars and meetings, you will be in default under the Franchise Agreement and we may charge you a Compliance Fee (up to $1,500) per occurrence.

You must also pay us for training new managers hired after the Restaurant's opening. Managers hired after your Restaurant opens for business must complete the MELTING POT® Restaurant operations training program at our headquarters and local company-owned Restaurants, or an approved MELTING POT® Restaurant manager training program at a location that we specify. The current training program is a Management Essentials training program (up to 5 days in duration), conducted in Tampa, Florida, that is required for any manager who has been hired post-opening and has not attended the initial training program. This training is designed for individuals performing management functions and must be completed within 9 months of such person's hire date. The Management Essentials curriculum may include higher-level management training on such topics as MELTING POT® culture, guest recovery, guest feedback, management, local store marketing, Data Central®, and other related MELTING POT® management topics. Any additional training requirements for new managers and restaurant personnel will be described in our Systems Standards Manual, as amended from time to time. You are responsible for ensuring that all your managers are properly trained and knowledgeable regarding system standards for MELTING POT® Restaurants.

Manuals

Currently, our Manuals consist of the System Standards Manual (formerly known as the Operations Manual) and the Brand Standards Manual. The tables of contents of our Manuals are specified in Exhibit "F" to this disclosure document. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. You may not make any unauthorized copies of the Manuals.

ITEM 12.
TERRITORY

Unit Franchise Program

The franchise is granted for a specific territory (the "**Territory**"), as identified in Exhibit "A" to the Franchise Agreement. The Territory must be approved by us. Your Territory is exclusive. We grant you the exclusive right to operate a MELTING POT® Restaurant and to use the MELTING POT® system at that Restaurant within the Territory.

The Territory will be defined based upon the total population, as determined by our then current third-party vendor demographics software, within the entire geographical area within a circle with a radius of 10 miles (diameter of 20 miles) and its center located at the designated location (the "Circle") as follows: (a) if the population within the Circle is less than 1.75 million people then the Territory will be the entire geographical area within a circle with a radius of 8 miles and its center located at the designated location; (b) if the population within the Circle is equal to or greater than 1.75 million people and less than 2.75 million people then the Territory will be the entire geographical area within a circle with a radius of 5 miles and its center located at the designated location; and (c) if the population within the Circle is equal to or greater than 2.75 million people then the Territory will be (i) no greater than the geographical area within a circle with a radius of less than five miles and its center located at the designated location, and (ii) it may be an irregularly

shaped area defined by political subdivisions, bodies of water, streets and highways or distances. We will not change the size of your Territory during the term of your Franchise Agreement; however, we may change the size of the Territory if you acquire a successor franchise in order to account for changes in population within the Circle during the term of the Franchise Agreement.

Continuation of your territorial rights does not depend on achievement of any particular sales volume, market penetration, or other contingency, but you must be in compliance with the Franchise Agreement. We may not establish other MELTING POT® Restaurants (franchised or owned by us) (a) anywhere within the Territory; or (b) other than a MELTING POT® Restaurant located outside the Territory, any restaurant, bar, wine bar, dessert bar, coffee shop, food kiosk, food court unit or other prepared food outlet located anywhere in the United States that serves fondue products by at-the-table preparation, or that offers fondue products as 15% or more of its food products based on the total number of food items on the menu (excluding alcoholic and nonalcoholic beverages), that does not operate under one or more of the present or future Marks. Notwithstanding any provision to the contrary, outside the Territory we and our affiliates may develop, own, or operate, or grant to any other persons the right to develop, own or operate a MELTING POT® Restaurant with local, regional or other menu variations and that uses any of the Marks to identify itself in its trade name, signage, or marketing materials. You have no right of first refusal or otherwise to acquire additional franchises within the Territory or contiguous to the Territory.

Area Development Program

The Area Development Program is granted for specific geographical areas (the "**Development Area**") as identified in the Area Development Agreement. The Development Area may be different geographical locations throughout the United States. Your Development Area is exclusive. If you comply with the Development Agreement and all franchise agreements with us, then during the term of the Development Agreement, we will not operate (directly or through an affiliate) nor grant a MELTING POT® franchise for the operation of any Restaurant to be located within the Development Area, except for franchises granted to you. If you do not meet the Development Schedule, you will breach the Development Agreement. We may then elect to terminate the Development Agreement in which case you will lose your exclusive Development Area territory.

We will not negotiate your lease with your landlord. You must use our approved real estate broker/consultant network for all of your lease negotiations. If you have selected, and we have accepted, a location and negotiated a lease for any of your restaurants under your Area Development Agreement, you must sign a Franchise Agreement within 30 days after you sign the lease for such location and we deliver the franchise documents to you.

Rights We Retain

Nevertheless, we retain the right and without granting any rights to you, to:

1. develop, own and operate or grant other persons the right to develop, own and operate MELTING POT® Restaurants at such locations outside the Territory or Development Area, and on such terms and conditions as we deem appropriate.

2. sell within and outside the Territory or Development Area fondue and other food products and services, including Restaurants and products and services prescribed or approved for the MELTING POT® Restaurants under the Marks or other trademarks, service marks, and commercial symbols through dissimilar channels of distribution (including, but not limited to, airports, entertainment and/or sports venues, supermarkets, retail stores, the Internet, catalogues, or other outlets that are not prepared food outlets) and on such terms and conditions as we deem appropriate.

3. if you fail to acquire a successor franchise for any successive 5-year period, we may develop, own or operate or grant to any other persons the right to develop, own or operate a MELTING POT RESTAURANT® during the remainder of the term of the franchise for operation after the term of the franchise at such locations within the Territory and on such terms and conditions as we deem appropriate.

4. on behalf of itself or its affiliates, without granting you any rights, engage in any other activity we are not expressly prohibited from taking under the Franchise Agreement or Area Development Agreement.

A "restaurant" is a business establishment, or a part of a business establishment, that primarily serves meals for on-premises consumption. A "prepared food outlet" is a business establishment, or a part of a business establishment, that primarily sells food products that do not require further preparation before consumption (i.e. cooking).

We are not required to pay any compensation to you for soliciting or accepting orders from inside your Territory.

There are currently no restrictions on you from soliciting or accepting orders from consumers outside of your Territory, including providing catering services. However, you are not allowed to use other channels of distribution, such as Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory.

We have not established, and do not intend to establish, other franchised or company-owned restaurants or other channels of distribution for selling products or services substantially similar to the products or services sold by MELTING POT® Restaurants but under different Marks. However, our affiliate, Burger 21, has also created a concept called BURGER 21®, which launched on November 16, 2010. This fast causal "better burger" dining concept operates under the trade and service mark BURGER 21® and features 21 chef-inspired burgers, plus hot dogs, fries, salads, signature shakes, desserts, and beer and wine. BURGER 21® Restaurants do not serve fondue and are not a "competitive restaurant." Burger 21 began offering franchises for BURGER 21 restaurants in August 2011. Five of the existing BURGER 21® restaurants, located in the Tampa Bay, Florida area and Lakeland, Florida, are operated by our affiliates. Burger 21's business address is 8810 Twin Lakes Blvd., Tampa, Florida 33614. Burger 21 has separate training offices or training facilities than us.

BURGER 21® Restaurants may be located within, and solicit and accept orders from, the territories of MELTING POT® Restaurants. However, we do not believe that these restaurants offer goods and services substantially similar to those offered by MELTING POT® Restaurants, since each restaurant concept has its own unique menu and business format, and because only MELTING POT® Restaurants feature fondue. Therefore, we do not expect any conflicts to arise regarding territories or customers.

If your lease for the premises of the Restaurant terminates, with or without your fault, or if in our judgment there is a change in the character of the location of the Restaurant sufficiently detrimental to its business potential to warrant its relocation, we may, in our sole discretion, grant permission for relocation of the Restaurant to a location within the Territory approved in writing by us. In the absence of such permission to relocate, the Franchise Agreement will automatically terminate upon the loss of the right to continue to occupy the premises of your Restaurant. Any approved relocation will be at your sole expense and you must pay us applicable relocation fees to cover costs and expenses incurred by us in connection with the relocation.

There is no minimum sales quota. You retain your rights to your Territory even though the population increases. You also retain any rights to the development area even if the population increases.

We have not established, and do not currently intend to establish, other franchises or company-owned outlets selling or leasing similar products or services under a different trademark.

Other than our area development program, we do not generally grant options, rights of first refusal, or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised MELTING POT® Restaurants from us if you meet our qualifications at the time you apply. And we may limit the number of Restaurants owned by any franchise owner or its affiliates. You may only relocate your Restaurant with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocation of a Restaurant and the leasing of the additional site as we do for Restaurants and sites generally.

ITEM 13.
TRADEMARKS

Primary Trademarks

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating the Restaurant. Our primary trademarks are the "MELTING POT®," "THE MELTING POT®" and "THE MELTING POT® (with design)". The following marks are registered on the Principal Register of the United States Patent and Trademark Office (the "**PTO**"). The charts list the principal Marks that you may use with your franchise, subject to your use conforming with the Franchise Agreement, Manuals and other written directives we may issue.

The following Marks are registered with the PTO:

Mark	Reg. Date	Reg. No.	Register	Class/Use
The Melting Pot	09/28/76	1049255	Principal	Restaurant Services
The Melting Pot	01/19/99	2218991	Principal	Salad Dressings and Seasonings
The Melting Pot A Fondue Restaurant and Design	02/09/99	2222393	Principal	Restaurant Services
The Melting Pot and Design	08/17/99	2270457	Principal	Salad Dressings and Seasonings
Perfect Night Out	6/17/08	3450196	Principal	Restaurant Services; Cheese; Cheese Fondue; Chocolate; Chocolate Fondue; Salad Dressings; Sauces; Seasonings.
The Melting Pot	08/05/08	3482448	Principal	Sauces; Chocolate; Chocolate Fondue; Cheese; Cheese Fondue
Melting Pot Design	11/25/08	3537138	Principal	Salad Dressings and Seasonings Restaurant Services
Melting Pot Design	12/30/08	3555439	Principal	Sauces; Chocolate; Chocolate Fondue; Cheese; Cheese Fondue
The Melting Pot and Design	12/30/08	3555438	Principal	Sauces; Chocolate; Chocolate Fondue; Cheese; Cheese Fondue
Big Night Out	01/27/09	3566789	Principal	Restaurant Services

Mark	Reg. Date	Reg. No.	Register	Class/Use
Club Fondue	07/12/11	3995393	Supplemental	Membership Club Services providing food and drink specials, exclusive privileges, and invitations to exclusive events.
Fondue Fanatics	02/28/12	4106370	Principal	Restaurant Services
The Melting Pot A Fondue Restaurant and Design	04/01/14	4506552	Principal	Restaurant Services
Skinny Dipping	07/22/14	4573063	Principal	Restaurant Services
Fondone	04/12/16	4936013	Principal	Prepared Entrees
Fondue By You	04/12/16	4936015	Principal	Prepared Entrees
Savor Every Moment	01/03/17	5116043	Principal	Restaurant Services
Best In Glass	08/07/18	5537320	Principal	Bar & Restaurant Services
Melting Pot	05/07/19	87925025	Principal	Restaurant Services

All required affidavits have been filed.

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving the principal trademarks.

We have also applied for registration of the following trademarks on the Principal Register of the PTO:

Mark	Application No.	Application Date	Register	Class/Use
Melting Pot	87925025	05/17/18	Principal	Restaurant Services
Melting Pot Social	88110581	09/10/18	Principal	Restaurant Services
Melting Pot Mix	88148058	10/9/18	Principal	Restaurant Services

We do not have a federal registration for the above marks. Therefore, these trademarks do not have as many legal benefits and rights as a federally registered trademark. If our right to use these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Use of the Marks

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols (except for those we license to you). You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. We will only use, and permit franchisees and other persons to use, the Marks in accordance with the MELTING POT® System, our standards and specifications and on terms consistent with them.

Infringements

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We may take such action as we deem appropriate and may control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

Indemnification

We will indemnify, defend and hold you harmless from and against, and reimburse you for, all damages for which you are held liable to third parties in any proceeding arising out of your authorized use of any of the Marks, pursuant to and in compliance with your Franchise Agreement, resulting from claims by third parties that your use of any of the Marks infringes their trademark rights, in any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with the terms of your Franchise Agreement. We will not indemnify you against the consequences of your use of the Marks unless such use is authorized and in accordance with your Franchise Agreement. You must provide written notice to us of any such claim within 10 days of your receipt of such notice and you must tender the defense of the claim to us. We will have the right to defend any such claim and, if we do so, we will have no obligation to indemnify or reimburse you for any fees or disbursements of any attorney retained by you. We will also have the right to manage the defense of the claim, including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. You will refrain from communicating with any person other than us and our counsel in connection with any infringement, challenge or claim.

Changes to the Marks

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trade names, trademarks, service marks, logos, trade dress, or other commercial symbols, you must comply with our directions within a reasonable time after our notice to you. You may be required, in connection with the use of a new or modified Mark, at your own expense, to remove existing signs and the like from the Restaurant, and to purchase and install new signs and the like. We have no liability to you in connection with the use of a new or modified Mark.

We do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademark in any state.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise.

We claim copyrights in the approved restaurant plans, specifications, decor, blueprints, and designs, the Manuals, computer software, forms, advertising materials and related items used in developing and operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights; however, we retain the right to register these copyrights in the future.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there

are no infringing uses actually known to us that could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the MELTING POT® Restaurants as a whole.

The Manuals, which are described in Item 11, and other materials we possess contain our confidential information. This information includes site selection criteria; certain recipes; methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of and experience, in developing and operating theMELTING POT® Restaurants; marketing and advertising programs for MELTING POT® Restaurants; knowledge of specifications for and suppliers of certain fixtures, furnishings, equipment, products, materials and supplies; and knowledge of the operating results and financial performance of MELTING POT® Restaurants other than your Restaurant.

All ideas, concepts, techniques or materials relating to a MELTING POT® Restaurant, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, must be promptly disclosed to us, will be considered our property and part of our franchise system and will be considered to be works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials. We may require anyone participating in our training program to execute a non-disclosure and non-competition agreement.

You must obtain and keep a copy of a signed Noncompete Agreement in the form attached as Exhibit "H-1" and the Confidentiality Agreement attached as Exhibit "H-2" for each of your management personnel, including any employee who is titled or acts in a capacity with any responsibility above or beyond that of a server or kitchen line staff, as determined by us. You must provide copies of signed Noncompete Agreements and Confidentiality Agreements to us upon request.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

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

If you are a corporation, limited liability company or partnership (a "**Business Entity**"), (a) one of your owners must maintain a controlling ownership interest in the Business Entity with authority to make operational decisions that are binding on you, (b) the controlling owner must directly supervise the Restaurant, (c) we may designate which one of your owners must maintain a controlling interest in the Business Entity based on our assessment on the character, skill, aptitude, business ability and financial capacity of your owners, and (d) your owners may not divide their ownership interest in a manner which may lead to deadlock (for example, 50%-50% or 25%-25%-25%-25%). Your majority shareholder, majority owner or approved managing partner must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert his or her best efforts to promote and enhance the Restaurant and not engage in any other business or activity that conflicts with your obligations to operate the Restaurant in compliance with the Franchise Agreement. If, in our opinion, you are not exerting all reasonable commercial efforts to promote and enhance the business of the Restaurant, or you are engaging in any other business or other activity, directly or indirectly, which substantially conflicts with your obligations under the Franchise Agreement, we may, but are not required, to appoint a manager to maintain operations of your Restaurant on your behalf, to charge you a reasonable fee for such management services, and to cease providing such management services at any time.

Your organizational structure and governing documents must be acceptable to us and contain terms and provisions to prevent management deadlocks and resolve disputes among your partners, shareholders or

members with minimal disruption to your business operations. A form of Franchisee Operating Agreement acceptable to us is attached as Exhibit "L-1". The Restaurant must at all times be under the direct, on-premises supervision of you (or your majority shareholder, majority owner or approved managing partner) or a designated manager, acceptable to us, who has satisfactorily completed our initial training program. We may require you (or your majority shareholder, majority owner or approved managing partner) to devote a minimum number of hours each week for this purpose, including a minimum number of hours during the Restaurant's regular business hours, as determined by us in our sole discretion. We may also require your designated manager to maintain at least a 10% economic interest in the Restaurant, as we determine appropriate, in our sole discretion. We will require your operating manager and each person participating in training to agree in writing to preserve the confidentiality of any confidential information to which he or she has access. Our current form of Non-Compete Agreement is attached as Exhibit "H-1" to this disclosure document, and our current form of Confidentiality, Non-Solicitation, and Assignment of Inventions Agreement is attached as Exhibit "H-2" to this disclosure document.

Under the Development Agreement, we require each of your owners to sign and deliver to us a personal guaranty in the form attached as Exhibit "G-1" to this disclosure document ("**Personal Guaranty**"). In addition, any of your shareholders owning, at any time during the existence of the Franchise Agreement, 10% or more of the beneficial interest in you must be approved by us and execute a Personal Guaranty of all of your obligations to us and our affiliates. You must furnish to us at any time upon request, a certified copy of the Articles of Incorporation or other organizational documents, and a list, in such form as we require, of all owners (of record and beneficially) reflecting their respective ownership interests in you. If you are a corporation, limited liability company or partnership, we require that one of your owners maintain a controlling interest in the business, with authority to make operational decisions. In addition, your organizational structure and governing documents must be acceptable to us and must contain terms and provisions to prevent management deadlocks and resolve disputes among your owners with minimal disruption to the franchised business.

The Principal Owner's Statement (the "**Owner's Statement**") attached as an Exhibit "G-2" to this disclosure document must completely and accurately describe all of your owners and their interests in you. You must revise the Owners Statement to reflect any ownership changes during the term of the agreements.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all products, and perform all services, that we require periodically for MELTING POT® Restaurants. You may not offer for sale from the premises, by mail, Internet or otherwise, any products or perform any services that we have not authorized. You may not create or own any website marketing, offering, or in any fashion displaying MELTING POT® Restaurants, the Marks, products, information or location(s). You may not offer gift card sales from any location other than your Restaurant. Vending machines may not be installed or operated on the premises of your Restaurant, except as may be authorized by us. You must provide your customers with an image and atmosphere meeting the minimum standards established by us. We regulate required or authorized products, product categories and supplies. We have the right to change the types of required and/or authorized goods and services periodically. There are no limits on our right to do so. We have the right to periodically establish maximum, minimum and other pricing requirements on the prices you may charge for products or services sold at or through your Restaurant, and such pricing requirements may include regional, special venue or demographic variations.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement	Summary
(a) Length of the franchise term	Section 2 of the Franchise Agreement; Section 6 of the Membership Agreement	10 years (expires on the earlier of: (1) last day of the month which includes the 10th anniversary of the date of the opening of the Restaurant to the public; or (2) the 11th anniversary of the date on which the Franchise Agreement was signed by us); the Membership Agreement expires if the cooperative advertising entity ceases to exist or the franchise agreement expires or terminates.
	Section 2 of the Development Agreement	The earlier to occur of the following: (i) the date the last Restaurant is scheduled to be open and operating as specified in the Development Schedule; or (ii) the date that the last Restaurant actually opens for business.
(b) Renewal or extension of the term	Section 3 of the Franchise Agreement	If you are in good standing, you can obtain a successor franchise on our then current terms for a successive 5-year term. The granting of any additional successor franchises is governed by the successor franchise agreement you sign.
	Section 2 of the Development Agreement	If we determine that additional Restaurants should be developed in the Development Area, we will offer you the right to a successor area development agreement.
(c) Requirements for franchisee to renew or extend	Section 3 of the Franchise Agreement	We do not allow you to "renew" the Franchise Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to acquire a successor franchise, which requires you to sign our then-current form of Franchise Agreement which may be materially different than the form attached to this disclosure document, and a general release. Conditions include: give us written notice no later than the 16th month and no sooner than the 19th month prior to the expiration of the franchise agreement, meet with our representatives at our principal headquarters, maintain premises or secure substitute premises, remodel, sign new franchise agreement and related agreements and pay successor fee.

Provision	Section in Agreement	Summary
	Section 2 of the Development Agreement	We do not allow you to "renew" the Development Agreement, but we do grant you the right (subject to satisfaction of the conditions described below) to enter into a Successor Area Development Agreement. You must sign our then-current form of Area Development Agreement, which may be materially different than the form attached to this disclosure document, and a general release. Conditions include: we determine that additional Restaurants should be developed in the Development Area, your Restaurants must meet quality standards and you must be in good standing under your Development Agreement and all Franchise Agreements with us, enter into a Successor Area Development Agreement and pay the development fee.
(d) Termination by franchisee	Section 15	If you are in substantial compliance with the Franchise Agreement and we materially breach the Franchise Agreement and fail to cure within 30 days after written notice from you, you may terminate effective 10 days after our receipt of a 2nd notice from you.
	Section 9.1 of the Development Agreement	If you are in substantial compliance with the Development Agreement and we materially breach the Development Agreement and fail to cure within 30 days after written notice from you, you may terminate effective 10 days after our receipt of a 2nd notice from you.
(e) Termination by franchisor without cause	Not Applicable	Not Applicable
	Not Applicable	Not Applicable
(f) Termination by franchisor with cause	Section 15 of the Franchise Agreement	We can terminate only if you commit one of several violations.
	Section 9.2 of the Development Agreement	We can terminate only if you commit one of several violations.
(g) "**Cause**" defined – curable defaults	Section 15 of the Franchise Agreement	You have: (a) 24 hours to cure (i) violation of any health, safety or sanitation law, ordinance or regulation, or (ii) the sale of unapproved menu items or the use of unapproved menus or collateral; (b) 15 days to cure: breaches in monetary obligations to us or our affiliates or third parties (including suppliers, lessors, landlords, creditors, vendors and service providers); breaches in insurance coverage; or unauthorized use of Marks or System; and (c) 30 days to cure any other failure to comply with any mandatory standards prescribed by us, or a breach in the performance of any other obligation under the Franchise Agreement.
	Section 9.2 of the Development Agreement	20 days to cure unauthorized us of the Marks and 15 days to cure any breach of the Development Agreement or any Franchise Agreement, any mandatory format, specification, standard, method or procedure, or failure to timely pay amounts due us.

Provision	Section in Agreement	Summary
(h) "**Cause**" defined – non-curable defaults	Section 15 of the Franchise Agreement	Non-curable breaches include: violation of covenant not to compete; abandonment; loss of right to occupy premises; failure to actively operate the Restaurant; unapproved transfers; surrender or transfer of control of the operation of the Restaurant (including entering into a management agreement with any person not a party to the Franchise Agreement); failure to effect an assignment, transfer, or appointment of an approved manager on death or disability; material misrepresentations or omissions in franchise application; conviction of or pleading no contest to a felony or any crime or offense which may adversely affect the reputation of the Restaurant or the goodwill associated with the Marks; unauthorized use or disclosure of the Manuals or confidential information; attempting to terminate the franchise other than as authorized by Franchise Agreement; failure to satisfactorily complete initial training; failure to timely develop and open the Restaurant; failure on 4 or more separate occasions within any 12 consecutive month period to submit information when due, to pay amounts when due, or to otherwise fail to comply with the Franchise Agreement, whether or not such failures to comply are cured after notice is delivered to you; insolvency, assignment for the benefit of creditors, or appointment of a receiver, trustee, or liquidator, or the Restaurant is attached, seized, subjected to a writ or distress warrant, or levied upon (unless such attachment, seizure, writ, distress warrant, or levy is vacated within 30 days).
	Section 9.2 of the Development Agreement	Failure to meet the Development Schedule; material misrepresentation or omission in obtaining the Development Agreement; a conviction or a plea of no contest to a felony or any crime or offense that may adversely affect our reputation or the goodwill associated with the Marks; unauthorized use of the System; unauthorized use or disclosure of the Confidential Information; or unauthorized termination of the Development Agreement.
(i) Franchisee's obligations on termination/nonrenewal	Section 16 of the Franchise Agreement	Obligations include payment of outstanding amounts, including outstanding gift card liability for gift card sales at your Restaurant and the net present value of the royalties and Brand Development Fund contributions that would have become due but for the termination (i) through the expiration of the term of the Franchise, or (ii) during the 36 months following the termination of the Agreement, whichever is earlier; complete de-identification; and return of confidential information (also see (r) below).
	Section 10 of the Development Agreement	Obligations include payment of outstanding amounts, complete de-identification and return of confidential information (also see (r) below).
(j) Assignment of contract by franchisor	Section 14 of the Franchise Agreement	No restriction on our right to assign.

Provision	Section in Agreement	Summary
	Section 11.1 of the Development Agreement	No restriction on our right to assign.
(k) "**Transfer**" by franchisee – defined	Section 14 of the Franchise Agreement; Article 8 of the Operating Agreement	Includes transfer of Franchise Agreement or assets or ownership change.
	Section 11.2 of the Development Agreement	Your, or your owners, voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in (a) the Development Agreement, (b) you, or (c) any franchise agreement.
(l) Franchisor approval of transfer by franchisee	Section 14 of the Franchise Agreement; Article 8 of the PGP Operating Agreement	We have the right to approve all transfers.
	Section 11.2 of the Development Agreement	We have the right to approve all transfers.
(m) Conditions for franchisor's approval of transfer	Section 14 of the Franchise Agreement; Section 10 of the Successor Franchise Addendum	You are in full compliance, new franchisee qualifies, you pay us all amounts due, training completed, transferee signs assignment and assumption and new franchise agreement, transferee assumes outstanding gift card liability, transfer fee paid, we approve material terms, you de-identify yourself and you sign other documents we require, including releases (also see (r) below). If you have signed a Successor Franchise Addendum, any transferee must sign a new franchise agreement.
	Section 11.3 of the Development Agreement	All of your obligations are assumed by the assignee; the assignee signs an approved assignment and assumption agreement, our current form of Developer Agreement and ancillary agreements; you or assignee pay the assignment fee; you and your owners sign a general release and sign a noncompete agreement and confidentiality agreement; you and your owners subordinate any installments of the purchase price; and we approve the assignment.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 14 of the Franchise Agreement	We can match any offer for your business or an ownership interest in you.
	Section 11.6 of the Development Agreement	We can match any offer for your business or an ownership interest in you.
(o) Franchisor's option to purchase franchisee's business	Section 16 of the Franchise Agreement; Article 8 of the PGP Operating Agreement	We have the option to buy the Restaurant at fair market value after termination or expiration of the Franchise Agreement. If you purchase an existing or former Restaurant under the PGP, we also have the right to purchase your interest in the Restaurant at any time until the loan to purchase the Restaurant is repaid.
	Not Applicable	Not Applicable

Provision	Section in Agreement	Summary
(p) Death or disability of franchisee	Sections 14 of the Franchise Agreement	Franchise or an ownership interest in you must be assigned to an approved buyer within 12 months.
	Sections 11.4 of the Development Agreement	Any interest must be assigned to an approved buyer within 12 months and is subject to all conditions of transfer contained in the Development Agreement.
(q) Non-competition covenants during the term of the franchise	Section 7 of the Franchise Agreement	No ownership interest in, or performance of services for, competitive business anywhere.
	Section 7.2 of the Development Agreement	No ownership interest in, or performance of services for, competitive business anywhere.
(r) Non-competition covenants after the franchise is terminated or expires	Section 16 of the Franchise Agreement	No interest in competing business for 2 years located (a) on the Restaurant premises; (b) within the Area of Dominant Influence ("**ADI**") in which the Restaurant is located; (c) within a 30 mile radius of the Restaurant; (d) within the ADI in which any other MELTING POT® Restaurant is located; or (e) within a 30 mile radius of any other THE MELTING POT® Restaurant (same restrictions apply after assignment).
	Section 10.4 of the Development Agreement	No interest in competing business for 2 years within (a) the Development Area; (b) the Area of Dominant Influence ("**ADI**") in which the Development Area is located; (c) a 30 mile radius of the Development Area; (d) the ADI in which any other MELTING POT® Restaurant is located; or (e) a 30 mile radius of any other MELTING POT® Restaurant (same restrictions apply after assignment).
(s) Modification of the agreement	Section 17 of the Franchise Agreement	No modifications generally but Manuals and our systems and standards are subject to change.
	Section 13.9 of the Development Agreement	No modifications except by written agreement signed by both parties.
(t) Integration/merger clause	Section 17 of the Franchise Agreement	Only the terms of the Franchise Agreement (including the Manuals) are binding (subject to state law). Any other promises may not be enforceable; however, nothing in the Franchise Agreement or any related agreement is intended to disclaim representations made in this disclosure document or its attachments or addenda.
	Section 13.13 of the Development Agreement	Only the terms of the Development Agreement are binding (subject to state law). Any other promises may not be enforceable; however, nothing in the Development Agreement or any related agreement is intended to disclaim representations made in this disclosure document or its attachments or addenda.
(u) Dispute resolution by arbitration or mediation	Section 19 of the Franchise Agreement	Except for certain claims, all disputes must first be mediated and, if mediation is unsuccessful, arbitrated in the county and state where our principal headquarters are located (subject to state law)

Provision	Section in Agreement	Summary
	Section 14 of the Development Agreement	Except for certain claims, all disputes must first be mediated and, if mediation is unsuccessful, arbitrated in the county and state where our principal headquarters are located (subject to state law).
(v) Choice of forum	Section 17 of the Franchise Agreement; Membership Agreement Section 13(d)	Litigation in the county and state where our principal headquarters are located; venue under the Membership Agreement will be in the state in which the marketing cooperative entity is formed (subject to state law).
	Section 13.8 of the Development Agreement	Litigation in the county and state where our principal headquarters are located (subject to state law).
(w) Choice of law	Section 17 of the Franchise Agreement; Membership Agreement Section 13(d)	Florida law applies (subject to state law); the Membership Agreement is governed by the law of the state in which the marketing cooperative entity is formed (subject to state law).
	Section 13.8 of the Development Agreement	Florida law applies (subject to state law).

ITEM 18.
PUBLIC FIGURES

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

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and 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 performance at a particular location or under particular circumstances.

STATEMENT OF GROSS SALES AND CERTAIN EXPENSES OF CERTAIN MELTING POT® RESTAURANTS

We compiled the gross sales and certain expense figures (which are unaudited figures) by our franchisees and from restaurants operated by our affiliates. We obtained these financial results from the information submitted by our franchisees and our affiliates. Neither we nor an independent certified public accountant has independently audited or verified the information. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

All MELTING POT Restaurants offer substantially the same services to the public. The vast majority of Restaurants serve dinner only; however, certain MELTING POT® Restaurants serve both lunch and dinner due to requirements in their lease agreements for the premises or because we have approved lunch service.

None of the franchised MELTING POT® Restaurants received any services not generally available to other franchisees and substantially the same services will be offered to new franchisees. Likewise, the Restaurants operated by our affiliates receive substantially the same services as those offered to our franchisees, except for centralized accounting, financial and management services.

The following charts contain information relating solely to historical sales and expense information regarding existing MELTING POT® Restaurants. The food and beverage costs provided below include the costs for all food products and all beverages, including beer, wine, liquor, and all retail items other than water (except bottled water, which is included). There are many expenses that you will incur in owning and operating a MELTING POT® Restaurant, including, without limitation, real estate costs for leasing the site, utilities expense, labor and employment costs, royalties, Brand Development Fund contributions and a multitude of other expenses.

Some MELTING POT® Restaurants have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

FISCAL YEAR END 2019 INFORMATION

Company Owned Restaurants

The following chart shows certain information regarding gross sales, guest counts, per guest average, and total cost of sales of 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2019 ("**Fiscal Year End 2019**").

The following table represents information relating to the operation of 3 THE MELTING POT® Restaurants that were open for a full 12 months ending Fiscal Year 2019. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2019					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (1 Unit)[(b)]**	**Average Of 3 Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (1 Unit)[(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$1,077,272	$1,077,272[(1)]	$1,380,625[(2)]	$1,566,771[(3)]	$1,566,771
Guest Count	25,933	25,933[(4)]	31,491[(5)]	34,276[(6)]	34,276
Average Sales per Guest	$41.54	$41.54[(7)]	$43.84[(8)]	$45.71[(9)]	$45.71
Total Cost of Sales %	24.4%	24.4%[(10)]	25.2%[(11)]	26.5%[(12)]	26.5%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open dinner only.
b. This restaurant is open dinner only.
c. This restaurant is open dinner only.
d. This restaurant is open for lunch and dinner.
e. This restaurant is open for lunch and dinner.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

1. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
2. 2 of all 3 Restaurants (67%) achieved or surpassed the stated result.
3. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
4. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
5. 2 of all 3 Restaurants (67%) achieved or surpassed the stated result.
6. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
7. 1 out of the 1 Restaurants (100%) in this category
8. 1 of all 3 Restaurants (67%) achieved or surpassed the stated result.
9. 1 of all 1 Restaurants (100%) achieved or surpassed the stated result.
10. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
11. 2 of the 3 Restaurants (67%) in category achieved or surpassed the stated result.
12. 1 of all 1 Restaurants (100%) achieved or surpassed the stated result.

The following chart shows the median of 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2019 ("**Fiscal Year End 2019**").

The following table represents information relating to the operation of 3 THE MELTING POT® Restaurants that were open for a full 12 months ending Fiscal Year 2019. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2019					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (1 Unit)**	**Median Of 3 Restaurants**	**Median Of The Highest 25% Volume Restaurants (1 Unit)**	**The Highest Volume Restaurant**
Total Sales	$1,077,272	$1,077,272	$1,497,832	$1,566,771	$1,566,771
Guest Count	25,933	25,933	34,263	34,276	34,276
Average Sales per Guest	$41.54	$41.54	$43.72	$45.71	$45.71
Total Cost of Sales %	24.4%	24.4%	24.4%	26.5%[)]	26.5%

Franchised Units

The following chart shows certain information regarding gross sales, guest counts, per guest average, and total cost of sales of 99 Franchised THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2019 ("**Fiscal Year End 2019**").

The following table represents information relating to the operation of 99 THE MELTING POT® Restaurants that were open for a full 12 months ending Fiscal Year 2019. Of these Restaurants, 32 Restaurants were open for both lunch and dinner.

TOTALS FOR 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants**	**Average Of All 99 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants**	**The Highest Volume Restaurant[(e)]**

		(25 Units)[b]		(25 Units)[d]	
Total Sales	$831,718	$1,152,439[1]	$1,777,951[2]	$2,705,485[3]	$7,096,735
Guest Count	21,878	27,460[4]	39,811[5]	54,977[6]	120,446
Average Sales per Guest	$38.02	$41.97[7]	$44.66[8]	$49.21[9]	$58.92
Total Cost of Sales %	21.0%	23.8%[10]	23.1%[11]	22.8%[12]	22.8%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open for dinner only.
b. This category has 10 locations that serve lunch and dinner.
c. This category has 32 locations that serve lunch and dinner.
d. This category has 7 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

1. 14 out of the 25 Restaurants (56%) in this category achieved or surpassed the stated result.
2. 39 of all 99 Restaurants (35%) achieved or surpassed the stated result.
3. 9 of the 25 Restaurants (32%) in this category achieved or surpassed the stated result.
4. 13 out of the 28 Restaurants (52%) in this category achieved or surpassed the stated result.
5. 39 of all 99 Restaurants (35%) achieved or surpassed the stated result.
6. 10 of the 25 Restaurants (36%) in this category achieved or surpassed the stated result.
7. 14 out of the 25 Restaurants (56%) in this category achieved or surpassed the stated result.
8. 35 of all 99 Restaurants (32%) achieved or surpassed the stated result.
9. 10 of the 25 Restaurants (36%) in this category achieved or surpassed the stated result.
10. 12 of the 25 Restaurants (41%) in category achieved or surpassed the stated result.
11. 44 of all 99 Restaurants (38%) achieved or surpassed the stated result.
12. 9 of the 25 Restaurants (31%) in this category achieved or surpassed the stated result.

The following chart shows the median of 99 Franchised THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2019 ("**Fiscal Year End 2019**").

The following table represents information relating to the operation of 99 THE MELTING POT® Restaurants that were open for a full 12 months ending Fiscal Year 2019. Of these Restaurants, 32 Restaurants were open for both lunch and dinner.

TOTALS FOR 2019 – FRANCHISED UNITS

Category	The Lowest Volume Restaurant	Median Of The Lowest 25% Volume Restaurants (25 Units)	Median Of All 99 Franchised Restaurants	Median Of The Highest 25% Volume Restaurants (25 Units)	The Highest Volume Restaurant
Total Sales	$831,718	$1,176,421	$1,578,172	$2,483,318	$7,096,735
Guest Count	21,878	27,606	36,548	53,916	120,446
Average Sales per Guest	$38.02	$42.13	$42.89	$48.59	$58.92
Total Cost of Sales %	21.0%	24.0%	23.3%	23.1%	22.8%

WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (4 Units) [(b)]**	**Average Of All 16 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (4 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$970,725	$1,245,427(1)	$2,349,097(2)	$3,804,744(3)	$7,096,735
Guest Count	19,712	25,998(4)	44,251(5)	64,430(6)	120,446
Average Sales per Guest	$49.25	$47.90(7)	$53.09(8)	$59.05(9)	$58.92
Total Cost of Sales %	20.9%	21.8%(10)	21.8%(11)	23.0%(12)	22.8%

NOTES:

a. This restaurant is open dinner only.
b. This category has 1 location that serves lunch and dinner.
c. This category has 4 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 4 Restaurants (50%) in this category achieved or surpassed the stated result.
2. 5 of all 16 Restaurants (31%) achieved or surpassed the stated result.
3. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.
4. 3 out of the 4 Restaurants (75%) in this category achieved or surpassed the stated result.
5. 7 of 16 Restaurants (44%) achieved or surpassed the stated result.
6. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.
7. 2 out of the 4 Restaurants (50%) in this category achieved or surpassed the stated result.
8. 6 of all 16 Restaurants (38%) achieved or surpassed the stated result.
9. 2 of the 4 Restaurants (50%) in this category achieved or surpassed the stated result.

10. 2 of the 4 Restaurants (50%) in category achieved or surpassed the stated result.
11. 8 of all 16 Restaurants (50%) achieved or surpassed the stated result.
12. 2 of the 4 Restaurants (50%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the West region.

WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (4 Units)**	**Median Of All 16 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (4 Units)**	**The Highest Volume Restaurant**
Total Sales	$970,725	$1,184,214	$2,146,609	$2,772,383	$7,096,735
Guest Count	19,712	27,293	42,460	49,892	120,446
Average Sales per Guest	$49.25	$43.39	$50.56	$55.57	$58.92
Total Cost of Sales %	20.9%	21.6%	21.9%	23.0%	22.8%

MID WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (4 Units) [(b)]**	**Average Of All 17 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (4 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$968,207	$1,140,923[(1)]	$1,626,399[(2)]	$2,234,272[(3)]	$2,988,997
Guest Count	23,196	27,048 [(4)]	38,833[(5)]	49,491[(6)]	56,529
Average Sales per Guest	$41.74	$42.18[(7)]	$41.88[(8)]	$45.15[(9)]	$52.88
Total Cost of Sales %	22.6%	26.0%[(10)]	24.0%[(11)]	22.4%[(12)]	21.1%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 3 locations that serve lunch and dinner.
c. This category has 11 locations that serve lunch and dinner.
d. This category has 3 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 3 out of the 4 Restaurants (75%) in this category achieved or surpassed the stated result.
2. 7 of all 17 Restaurants (41%) achieved or surpassed the stated result.
3. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.
4. 3 out of the 4 Restaurants (75%) in this category achieved or surpassed the stated result.
5. 7 of 17 Restaurants (41%) achieved or surpassed the stated result.
6. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.
7. 2 out of the 4 Restaurants (50%) achieved or surpassed the stated result.
8. 8 of all 17 Restaurants (47%) achieved or surpassed the stated result.
9. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.
10. 1 of the 4 Restaurants (25%) in category achieved or surpassed the stated result.

11. 9 of all 17 Restaurants (53%) achieved or surpassed the stated result.
12. 1 of the 4 Restaurants (25%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the Mid West region.

MID WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (4 Units)**	**Median Of All 17 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (4 Units)**	**The Highest Volume Restaurant**
Total Sales	$968,207	$1,189,004	$1,494,173	$1,993,769	$2,988,997
Guest Count	23,196	27,992	36,058	47,619	56,529
Average Sales per Guest	$41.74	$42.09	$41.74	$43.06	$52.88
Total Cost of Sales %	22.6%	26.3%	23.9%	22.7%	21.1%

NORTH EAST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (5 Units) [(b)]**	**Average Of All 18 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (5 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$1,123,529	$1,269,293[(1)]	$1,756,813[(2)]	$2,495,034 [(3)]	$3,202,623
Guest Count	28,150	29,924[(4)]	40,978[(5)]	56,625[(6)]	75,941
Average Sales per Guest	$39.91	$42.42[(7)]	$42.87[(8)]	$44.06[(9)]	$42.17
Total Cost of Sales %	23.2%	23.1%[(10)]	22.8%[(11)]	23.4%[(12)]	23.7%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 3 locations that serve lunch and dinner.
c. This category has 5 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
2. 6 of all 18 Restaurants (33%) achieved or surpassed the stated result.
3. 3 of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
4. 3 out of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
5. 6 of the18 Restaurants (33%) achieved or surpassed the stated result.
6. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
7. 2 out of the 5 Restaurants (40%) achieved or surpassed the stated result.
8. 8 of all 18 Restaurants (44%) achieved or surpassed the stated result.
9. 3 of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.

10. 2 of the 5 Restaurants (40%) in category achieved or surpassed the stated result.
11. 8 of all 18 Restaurants (44%) achieved or surpassed the stated result.
12. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the North East region.

NORTH EAST REGION 2019 – FRANCHISED UNITS

Category	The Lowest Volume Restaurant	Median Of The Lowest 25% Volume Restaurants (5 Units)	Median Of All 18 Franchised Restaurants	Median Of The Highest 25% Volume Restaurants (5 Units)	The Highest Volume Restaurant
Total Sales	$1,123,529	$1,241,880	$1,603,491	$2,704,919	$3,202,623
Guest Count	28,150	30,395	36,590	54,438	75,941
Average Sales per Guest	$39.91	$40.86	$43.82	$49.69	$42.17
Total Cost of Sales %	23.2%	23.2%	23.2%	23.6%	23.7%

SOUTH EAST REGION 2019 – FRANCHISED UNITS

Category	The Lowest Volume Restaurant[(a)]	Average Of The Lowest 25% Volume Restaurants (9 Units) [(b)]	Average Of All 37 Franchised Restaurants[(c)]	Average Of The Highest 25% Volume Restaurants (9 Units) [(d)]	The Highest Volume Restaurant[(e)]
Total Sales	$831,718	$1,072,825[(1)]	$1,622,880[(2)]	$2,409,513[(3)]	$3,391,062
Guest Count	21,878	26,252[(4)]	37,995[(4)]	54,245[(6)]	74,873
Average Sales per Guest	$38.02	$40.87[(7)]	$42.71[(8)]	$44.42[(9)]	$45.29
Total Cost of Sales %	21.0%	24.3%[(10)]	23.7%[(11)]	24.4%[(12)]	22.8%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 2 locations that serve lunch and dinner.
c. This category has 10 locations that serve lunch and dinner.
d. This category has 1 location that serves lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 6 out of the 9 Restaurants (67%) in this category achieved or surpassed the stated result.
2. 12 of all 37 Restaurants (32%) achieved or surpassed the stated result.
3. 4 of the 9 Restaurants (44%) in this category achieved or surpassed the stated result.
4. 6 of the 9 Restaurants (67%) in this category achieved or surpassed the stated result.
5. 13 of 37 Restaurants (35%) achieved or surpassed the stated result.
6. 4 of the 9 Restaurants (44%) in this category achieved or surpassed the stated result.
7. 7 of the 9 Restaurants (78%) achieved or surpassed the stated result.
8. 16 of all 37 Restaurants (43%) achieved or surpassed the stated result.
9. 5 of the 9 Restaurants (56%) in this category achieved or surpassed the stated result.

10. 4 of the 9 Restaurants (44%) in category achieved or surpassed the stated result.
11. 16 of all 37 Restaurants (43%) achieved or surpassed the stated result.
12. 4 of the 9 Restaurants (44%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South East region.

SOUTH EAST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (9 Units)**	**Median Of All 37Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (9 Units)**	**The Highest Volume Restaurant**
Total Sales	$831,718	$1,123,808	$1,531,345	$2,337,232	$3,391,062
Guest Count	21,878	27,219	54,033	53,754	78,873
Average Sales per Guest	$38.02	$41.29	$42.60	$43.26	$45.29
Total Cost of Sales %	21.0%	24.4%	24.1%	24.6%	22.8%

SOUTH WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[a]**	**Average Of The Lowest 25% Volume Restaurants (3 Units)[b]**	**Average Of All 11 Franchised Restaurants[c]**	**Average Of The Highest 25% Volume Restaurants (3 Units)[d]**	**The Highest Volume Restaurant[e]**
Total Sales	$1,281,197	$1,323,991[1]	$1,737,602[2]	$2,418,970[3]	$3,065,181
Guest Count	24,082	32,005[4]	39,061[5]	56,339[6]	62,901
Average Sales per Guest	$53.20	$41.37[7]	$44.48[8]	$42.94[9]	$48.73
Total Cost of Sales %	20.9%	22.7%[10]	23.0%[11]	23.8%[12]	23.1%

NOTES:

a. This restaurant is open for dinner only.
b. These restaurants are open for dinner only.
c. This category has 2 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 1 out of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
2. 4 of all 11 Restaurants (36%) achieved or surpassed the stated result.
3. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
4. 2 out of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
5. 3 of 11 Restaurants (27%) achieved or surpassed the stated result.
6. 2 of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
7. 1 out of the 3 Restaurants (33%) achieved or surpassed the stated result.
8. 6 of all 11 Restaurants (55%) achieved or surpassed the stated result.
9. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.

10. 1 of the 3 Restaurants (33%) in category achieved or surpassed the stated result.
11. 4 of all 11 Restaurants (36%) achieved or surpassed the stated result.
12. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South West region.

SOUTH WEST REGION 2019 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (3 Units)**	**Median Of All 11 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (3 Units)**	**The Highest Volume Restaurant**
Total Sales	$1,281,197	$1,300,868	$1,579,040	$2,316,966	$3,065,181
Guest Count	24,082	34,897	37,035	58,497	62,901
Average Sales per Guest	$53.20	$37.28	$42.64	$39.61	$48.73
Total Cost of Sales %	20.9%	23.1%	23.1%	23.8%	23.1%

FISCAL YEAR END 2018 INFORMATION

Company Owned Restaurants

The following chart shows certain information regarding gross sales, guest counts, per guest average, and total cost of sales of 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2018 ("**Fiscal Year End 2018**").

The following table represents information relating to the operation of 3 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2018. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2018					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (1 Unit)[(b)]**	**Average Of 3 Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (1 Unit)[(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$901,377	$901,377[(1)]	$1,245,837[(2)]	$1,433,868[(3)]	$1,433,868
Guest Count	22,850	22,850[(4)]	29,364[(5)]	31,784[(6)]	31,784
Average Sales per Guest	$39.45	$39.45[(7)]	$42.43[(8)]	$45.11[(9)]	$45.11
Total Cost of Sales %	25.0%	25.0%[(10)]	25.5%[(11)]	26.1%[(12)]	26.1%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open dinner only.
b. This restaurant is open dinner only.
c. This restaurant is open dinner only.

d. This restaurant is open dinner only.
e. This restaurant is open dinner only.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

1. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
2. 2 of all 3 Restaurants (67%) achieved or surpassed the stated result.
3. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
4. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
5. 2 of all 3 Restaurants (67%) achieved or surpassed the stated result.
6. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
7. 1 out of the 1 Restaurants (100%) in this category
8. 1 of all 3 Restaurants (67%) achieved or surpassed the stated result.
9. 1 of all 1 Restaurants (100%) achieved or surpassed the stated result.
10. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
11. 1 of the 3 Restaurants (33%) in category achieved or surpassed the stated result.
12. 1 of all 1 Restaurants (100%) achieved or surpassed the stated result.

The following chart shows the median of 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2018 ("**Fiscal Year End 2018**").

The following table represents information relating to the operation of 3 THE MELTING POT® Restaurants that were open for a full 12 months ending Fiscal Year 2018. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2018					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (1 Unit)**	**Median Of 3 Restaurants**	**Median Of The Highest 25% Volume Restaurants (1 Unit)**	**The Highest Volume Restaurant**
Total Sales	$901,377	$1,402,267	$1,402,267	$1,433,868	$1,433,868
Guest Count	22,850	22,850	31,784	31,784	31,784
Average Sales per Guest	$39.45	$39.45	$41.91	$45.11	$45.11
Total Cost of Sales %	25.0%	25.0%	25.1%	26.1%)	26.1%

Franchised Units

The following chart shows certain information regarding gross sales, guest counts, per guest average, and total cost of sales of 111 Franchised THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2018 ("**Fiscal Year End 2018**").

The following table represents information relating to the operation of 111 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2018. Of these Restaurants, 39 Restaurants were open for both lunch and dinner.

TOTALS FOR 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume**	**Average Of The Lowest**	**Average Of All 111**	**Average Of The Highest**	**The Highest Volume**

	Restaurant[a]	25% Volume Restaurants (28 Units)[b]	Franchised Restaurants[c]	25% Volume Restaurants (28 Units)[d]	Restaurant[e]
Total Sales	$890,020	$1,084,058[1]	$1,705,036[2]	$2,614,347[3]	$7,065,790
Guest Count	23,006	26,997[4]	39,534[5]	56,527[6]	127,570
Average Sales per Guest	$38.69	$40.15[7]	$43.13[8]	$46.25[9]	$55.39
Total Cost of Sales %	26.0%	24.0%[10]	23.4%[11]	22.9%[12]	21.5%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open for dinner only.
b. This category has 12 locations that serve lunch and dinner.
c. This category has 39 locations that serve lunch and dinner.
d. This category has 9 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

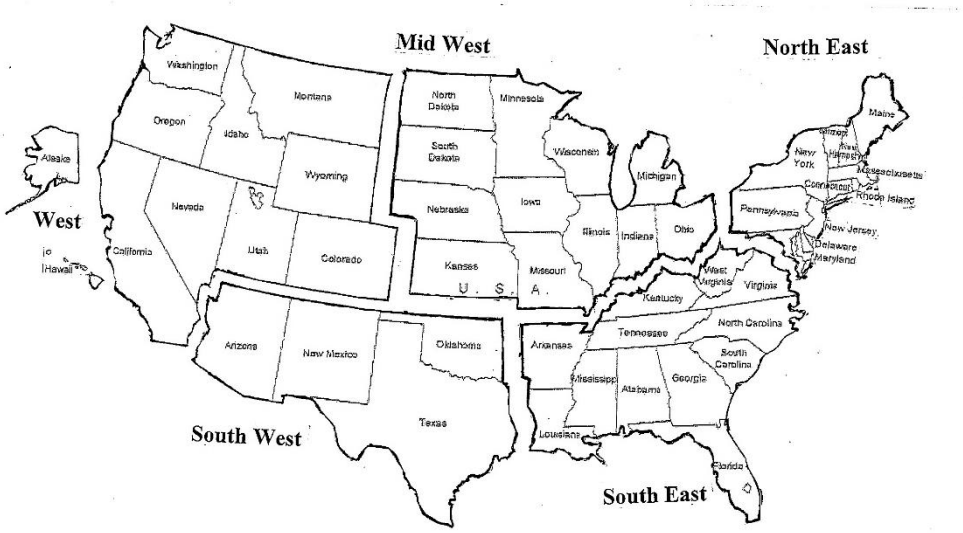
1. 15 out of the 28 Restaurants (54%) in this category achieved or surpassed the stated result.
2. 41 of all 111 Restaurants (37%) achieved or surpassed the stated result.
3. 9 of the 28 Restaurants (32%) in this category achieved or surpassed the stated result.
4. 14 out of the 28 Restaurants (50%) in this category achieved or surpassed the stated result.
5. 40 of all 111 Restaurants (36%) achieved or surpassed the stated result.
6. 11 of the 28 Restaurants (39%) in this category achieved or surpassed the stated result.
7. 16 out of the 28 Restaurants (57%) in this category achieved or surpassed the stated result.
8. 42 of all 111 Restaurants (38%) achieved or surpassed the stated result.
9. 13 of the 28 Restaurants (46%) in this category achieved or surpassed the stated result.
10. 10 of the 28 Restaurants (36%) in category achieved or surpassed the stated result.
11. 51 of all 111 Restaurants (46%) achieved or surpassed the stated result.
12. 14 of the 28 Restaurants (50%) in this category achieved or surpassed the stated result.

The following chart shows the median of 111 Franchised THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2018 ("**Fiscal Year End 2018**").

The following table represents information relating to the operation of 111 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2018. Of these Restaurants, 39 Restaurants were open for both lunch and dinner.

TOTALS FOR 2018 – FRANCHISED UNITS					
Category	The Lowest Volume Restaurant	Median Of The Lowest 25% Volume Restaurants (28 Units)	Median Of All 111 Franchised Restaurants	Median Of The Highest 25% Volume Restaurants (28 Units)	The Highest Volume Restaurant
Total Sales	$890,020	$1,089,041	$1,540,166	$2,400,288	$7,065,790
Guest Count	23,006	27,265	36,800	54,254	127,570
Average Sales per Guest	$38.69	$40.52	$41.87	$45.79	$55.39

Total Cost of Sales %	26.0%	24.6%	2%	22.9%	21.5%



WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (5 Units) [(b)]**	**Average Of All 19 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (5 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$981,700	$1,112,780(1)	$2,204,857(2)	$3,510,575(3)	$7,065,790
Guest Count	21,050	25,219(4)	43,842(5)	64,651(6)	127,570
Average Sales per Guest	$46.64	$44.12(7)	$50.29(8)	$54.30(9)	$55.39
Total Cost of Sales %	20.9%	23.6%(10)	21.8%(11)	22.0%(12)	21.4%

NOTES:

a. This restaurant is open dinner only.
b. This category has 1 location that serves lunch and dinner.
c. This category has 4 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
2. 8 of all 19 Restaurants (42%) achieved or surpassed the stated result.
3. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
4. 2 out of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
5. 8 of 19 Restaurants (42%) achieved or surpassed the stated result.
6. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
7. 3 out of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
8. 7 of all 19 Restaurants (37%) achieved or surpassed the stated result.

9. 3 of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
10. 2 of the 5 Restaurants (40%) in category achieved or surpassed the stated result.
11. 10 of all 19 Restaurants (53%) achieved or surpassed the stated result.
12. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the West region.

WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (5 Units)**	**Median Of All 19 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (5 Units)**	**The Highest Volume Restaurant**
Total Sales	$981,700	$1,064,252	$2,163,559	$2,765,642	$7,065,790
Guest Count	21,050	24,642	40,747	51,231	127,570
Average Sales per Guest	$46.64	$45.33	$48.07	$55.39	$55.39
Total Cost of Sales %	20.9%	24.4%	21.8%	21.9%	21.4%

MID WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (5 Units) [(b)]**	**Average Of All 18 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (5 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$1,004,248	$1,149,799[(1)]	$1,636,711[(2)]	$2,264,971[(3)]	$3,150,520
Guest Count	24,603	27,874 [(4)]	39,991[(5)]	55,368[(6)]	61,642
Average Sales per Guest	$40.82	$41.25[(7)]	$40.93[(8)]	$40.91[(9)]	$51.11
Total Cost of Sales %	24.9%	23.4%[(10)]	23.3%[(11)]	22.9%[(12)]	21.5%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 4 locations that serve lunch and dinner.
c. This category has 12 locations that serve lunch and dinner.
d. This category has 4 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 3 out of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
2. 8 of all 18 Restaurants (44%) achieved or surpassed the stated result.
3. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
4. 2 out of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
5. 7 of 18 Restaurants (39%) achieved or surpassed the stated result.
6. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
7. 1 out of the 5 Restaurants (20%) achieved or surpassed the stated result.
8. 6 of all 18 Restaurants (33%) achieved or surpassed the stated result.
9. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
10. 2 of the 5 Restaurants (40%) in category achieved or surpassed the stated result.
11. 7 of all 18 Restaurants (39%) achieved or surpassed the stated result.

12. 3 of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the Mid West region.

MID WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (5 Units)**	**Median Of All 18 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (5 Units)**	**The Highest Volume Restaurant**
Total Sales	$1,004,248	$1,207,051	$1,533,030	$1,951,194	$3,150,520
Guest Count	24,603	27,827	36,882	53,995	61,642
Average Sales per Guest	$40.82	$40.83	$40.81	$38.74	$51.11
Total Cost of Sales %	24.9%	24.6%	23.6%	22.5%	21.5%

NORTH EAST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (6 Units) [(b)]**	**Average Of All 23 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (6 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$966,524	$1,121,153[(1)]	$1,626,018[(2)]	$2,304,892 [(3)]	$2,903,343
Guest Count	22,824	28,463[(4)]	39,398[(5)]	56,292[(6)]	74,680
Average Sales per Guest	$42.35	$39.39[(7)]	$41.27[(8)]	$40.95[(9)]	$39.24
Total Cost of Sales %	22.0%	22.0%[(10)]	23.5%[(11)]	23.4%[(12)]	23.5%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 6 locations that serve lunch and dinner.
c. This category has 10 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 3 out of the 6 Restaurants (50%) in this category achieved or surpassed the stated result.
2. 8 of all 23 Restaurants (35%) achieved or surpassed the stated result.
3. 3 of the 6 Restaurants (50%) in this category achieved or surpassed the stated result.
4. 4 out of the 6 Restaurants (67%) in this category achieved or surpassed the stated result.
5. 7 of 23 Restaurants (30%) achieved or surpassed the stated result.
6. 2 of the 6 Restaurants (33%) in this category achieved or surpassed the stated result.
7. 3 out of the 6 Restaurants (50%) achieved or surpassed the stated result.
8. 13 of all 23 Restaurants (57%) achieved or surpassed the stated result.
9. 3 of the 6 Restaurants (50%) in this category achieved or surpassed the stated result.
10. 3 of the 6 Restaurants (50%) in category achieved or surpassed the stated result.
11. 12 of all 23 Restaurants (52%) achieved or surpassed the stated result.
12. 3 of the 6 Restaurants (50%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the North East region.

NORTH EAST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (6 Units)**	**Median Of All 23 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (6 Units)**	**The Highest Volume Restaurant**
Total Sales	$966,524	$1,118,866	$1,563,521	$2,239,158	$2,903,343
Guest Count	22,824	29,004	37,605	53,339	74,680
Average Sales per Guest	$42.35	$40,21	$41.98	$40.56	$39.24
Total Cost of Sales %	22.0%	22.0%	23.4%	23.4%	23.5%

SOUTH EAST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[a]**	**Average Of The Lowest 25% Volume Restaurants (10 Units) [b]**	**Average Of All 40 Franchised Restaurants[c]**	**Average Of The Highest 25% Volume Restaurants (10 Units) [d]**	**The Highest Volume Restaurant[e]**
Total Sales	$890,020	$1,024,348(1)	$1,547,258(2)	$2,297,347(3)	$2,668,298
Guest Count	23,006	26,311(4)	37,629(4)	54,223(6)	62,522
Average Sales per Guest	$38.69	$38.93(7)	$41.12(8)	$42.37(9)	$42.66
Total Cost of Sales %	26.0%	24.7%(10)	24.4%(11)	24.7%(12)	23.9%

NOTES:

a. This restaurant is open for dinner only.
b. This category has 2 locations that serve lunch and dinner.
c. This category has 11 locations that serve lunch and dinner.
d. This category has 1 location that serves lunch and dinner.
e. This restaurant is open for dinner only.

1. 3 out of the 10 Restaurants (30%) in this category achieved or surpassed the stated result.
2. 13 of all 40 Restaurants (33%) achieved or surpassed the stated result.
3. 6 of the 10 Restaurants (60%) in this category achieved or surpassed the stated result.
4. 3 of the 10 Restaurants (30%) in this category achieved or surpassed the stated result.
5. 14 of 40 Restaurants (35%) achieved or surpassed the stated result.
6. 6 of the 10 Restaurants (60%) in this category achieved or surpassed the stated result.
7. 5 of the 10 Restaurants (50%) achieved or surpassed the stated result.
8. 18 of all 40 Restaurants (45%) achieved or surpassed the stated result.
9. 6 of the 10 Restaurants (60%) in this category achieved or surpassed the stated result.
10. 5 of the 10 Restaurants (50%) in category achieved or surpassed the stated result.
11. 17 of all 40 Restaurants (43%) achieved or surpassed the stated result.
12. 4 of the 10 Restaurants (40%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South East region.

SOUTH EAST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (10 Units)**	**Median Of All 40 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (10 Units)**	**The Highest Volume Restaurant**
Total Sales	$890,020	$990,626	$1,456,721	$2,047,745	$2,668,298
Guest Count	23,006	25,461	35,112	53,754	62,522
Average Sales per Guest	$38.69	$38.98	$40.68	$42.93	$42.66
Total Cost of Sales %	26.0%	24.9%	24.7%	24.8%)	23.9%

SOUTH WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (3 Units)[(b)]**	**Average Of All 11 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (3 Units)[(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$1,089,164	$1,262,828(1)	$1,692,473(2)	$2,325,359(3)	$2,979,150
Guest Count	30,344	27,335(4)	38,553(5)	54,940(6)	64,091
Average Sales per Guest	$35.89	$46.20(7)	$43.90(8)	$42.33(9)	$46.48
Total Cost of Sales %	24.7%	22.9%(10)	23.5%(11)	24.1%(12)	23.4%

NOTES:

a. This restaurant is open for dinner only.
b. These restaurants are open for dinner only.
c. This category has 2 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
2. 4 of all 11 Restaurants (36%) achieved or surpassed the stated result.
3. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
4. 2 out of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
5. 4 of 11 Restaurants (36%) achieved or surpassed the stated result.
6. 2 of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
7. 2 out of the 3 Restaurants (67%) achieved or surpassed the stated result.
8. 5 of all 11 Restaurants (45%) achieved or surpassed the stated result.
9. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
10. 2 of the 3 Restaurants (67%) in category achieved or surpassed the stated result.
11. 6 of all 11 Restaurants (55%) achieved or surpassed the stated result.
12. 2 of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South West region.

SOUTH WEST REGION 2018 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (3 Units)**	**Median Of All 11 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (3 Units)**	**The Highest Volume Restaurant**
Total Sales	$1,089,164	$1,283,318	$1,605,513	$2,214,653	$2,979,150
Guest Count	30,344	27,445	36,872	56,985	64,091
Average Sales per Guest	$35.89	$51.59	$43.86	$40.74	$46.48
Total Cost of Sales %	24.7%	22.8%	23.4%	24.1%	23.4%

FISCAL YEAR END 2017 INFORMATION

Company Owned Restaurants

The following chart shows certain information regarding gross sales, guest counts, per guest average, total cost of sales and total labor cost (excluding payroll taxes and employee benefits) for 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2017 ("**Fiscal Year End 2017**").

The following table represents information relating to the operation of 3 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2017. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2017					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (1 Unit)[(b)]**	**Average Of 3 Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (1 Unit)[(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$848,214	$848,214[(1)]	$1,207,408[(2)]	$1,419,914[(3)]	$1,419,914
Guest Count	21,678	21,678[(4)]	29,272[(5)]	32,300[(6)]	32,300
Average Sales per Guest	$39.13	$39.13[(7)]	$41.25[(8)]	$43.96[(9)]	$43.96
Total Cost of Sales %	21.2%	21.2%[(10)]	25.4%[(11)]	28.0%[(12)]	28.0%
Total Labor Cost %	28.6%	28.6%[(13)]	30.9%[(14)]	33.0%[(15)]	33.0%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open dinner only.
b. This restaurant is open dinner only.
c. This restaurant is open dinner only.
d. This restaurant is open dinner only.
e. This restaurant is open dinner only.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

1. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
2. 2 of all 3 Restaurants (67%) achieved or surpassed the stated result.
3. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
4. 1 out of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
5. 2 of the 3 Restaurants (67%) achieved or surpassed the stated result.
6. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
7. 1 out of the 1 Restaurants (100%) in this category
8. 1 of the 3 Restaurants (33%) achieved or surpassed the stated result.
9. 1 of the 1 Restaurants (100%) achieved or surpassed the stated result.
10. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
11. 2 of the 3 Restaurants (67%) in category achieved or surpassed the stated result.
12. 1 of the 1 Restaurants (100%) achieved or surpassed the stated result.
13. 1 of the 1 Restaurants (100%) in this category achieved or surpassed the stated result.
14. 2 of the 3 Restaurants (67%) in category achieved or surpassed the stated result.
15. 1 of the 1 Restaurants (100%) achieved or surpassed the stated result.

The following chart shows the median of 3 Company owned THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2017 ("**Fiscal Year End 2017**").

The following table represents information relating to the operation of 3 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2017. Of these Restaurants, no Restaurants were open for lunch.

TOTALS FOR 2017					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (1 Unit)**	**Median Of 3 Restaurants**	**Median Of The Highest 25% Volume Restaurants (1 Unit)**	**The Highest Volume Restaurant**
Total Sales	$848,214	$848,214	$1,354,095	$1,433,868	$1,433,868
Guest Count	21,678	21,678	32,300	33,838	33,838
Average Sales per Guest	$39.13	$39.13	$41.92	$41.96	$41.96
Total Cost of Sales %	21.2%	21.2%	25.4%	28.0%	28.0%

Franchised Units

The following chart shows certain information regarding gross sales, guest counts, per guest average, and total cost of sales of 114 Franchised THE MELTING POT® Restaurants in the United States that were open a full 12 months ending fiscal year March 31, 2017 ("**Fiscal Year End 2017**").

The following table represents information relating to the operation of 114 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2017. Of these Restaurants, 42 Restaurants were open for both lunch and dinner.

TOTALS FOR 2017 – FRANCHISED UNITS					
Category	**The Lowest**	**Average Of**	**Average Of All**	**Average Of**	**The Highest**

	Volume Restaurant[a]	The Lowest 25% Volume Restaurants (29 Units)[b]	114 Franchised Restaurants[c]	The Highest 25% Volume Restaurants (29 Units)[d]	Volume Restaurant[e]
Total Sales	$740,081	$1,071,781[1]	$1,683,343[2]	$2,553,914[3]	$6,619,104
Guest Count	19,321	26,875[4]	39,911[5]	57,363[6]	123,898
Average Sales per Guest	$38.30	$39.88[7]	$42.18[8]	$44.52[9]	$53.42
Total Cost of Sales %	26.7%	23.4%[10]	23.1%[11]	22.7%[12]	21.5%

NOTES:
Footnotes denoted with a letter list the number of locations that serve lunch as well as dinner. The locations may be open for lunch anywhere from one to seven days a week.

a. This restaurant is open for lunch and dinner.
b. This category has 11 locations that serve lunch and dinner.
c. This category has 42 locations that serve lunch and dinner.
d. This category has 9 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

Footnotes denoted with a number list the number of locations that surpassed the stated result.

1. 17 out of the 29 Restaurants (59%) in this category achieved or surpassed the stated result.
2. 43 of all 114 Restaurants (38%) achieved or surpassed the stated result.
3. 10 of the 29 Restaurants (34%) in this category achieved or surpassed the stated result.
4. 14 out of the 29 Restaurants (48%) in this category achieved or surpassed the stated result.
5. 45 of all 114 Restaurants (39%) achieved or surpassed the stated result.
6. 11 of the 29 Restaurants (38%) in this category achieved or surpassed the stated result.
7. 13 out of the 29 Restaurants (45%) in this category achieved or surpassed the stated result.
8. 45 of all 114 Restaurants (39%) achieved or surpassed the stated result.
9. 16 of the 29 Restaurants (55%) in this category achieved or surpassed the stated result.
10. 14 of the 29 Restaurants (48%) in category achieved or surpassed the stated result.
11. 49 of all 114 Restaurants (43%) achieved or surpassed the stated result.
12. 13 of the 29 Restaurants (45%) in this category achieved or surpassed the stated result.

The following table represents information relating to the operation of 114 THE MELTING POT Restaurants that were open for a full 12 months ending Fiscal Year 2017. Of these Restaurants, 42 Restaurants were open for both lunch and dinner.

TOTALS FOR 2017 – FRANCHISED UNITS					
Category	The Lowest Volume Restaurant	Median Of The Lowest 25% Volume Restaurants (29 Units)	Median Of All 114 Franchised Restaurants	Median Of The Highest 25% Volume Restaurants (29 Units)	The Highest Volume Restaurant
Total Sales	$890,020	$1,117,324	$1,526,424	$2,336,871	$7,065,790
Guest Count	23,006	26,846	37,358	55,097	127,570
Average Sales per Guest	$38.69	$41.62	$40.86	$42.41	$55.39

Total Cost of Sales %	26.7%	23.4%[1]	23.6%	23.3%	21.5%

WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (5 Units) [(b)]**	**Average Of All 19 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (5 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$941,729	$1,189,679[(1)]	$2,178,310[(2)]	$3,376,193[(3)]	$6,619,104
Guest Count	25,628	29,585[(4)]	45,052[(5)]	63,163[(6)]	123,898
Average Sales per Guest	$36.75	$40.21[(7)]	$48.35[(8)]	$53.45[(9)]	$53.42
Total Cost of Sales %	24.8%	22.6%[(10)]	21.9%[(11)]	21.7%[(12)]	21.5%

NOTES:

a. This restaurant is open dinner only.
b. This category has 1 location that serves lunch and dinner.
c. This category has 4 locations that serve lunch and dinner.
d. This category has 3 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 1 out of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
2. 9 of all 19 Restaurants (47%) achieved or surpassed the stated result.
3. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
4. 1 out of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
5. 8 of 19 Restaurants (42%) achieved or surpassed the stated result.
6. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
7. 3 out of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
8. 6 of all 19 Restaurants (32%) achieved or surpassed the stated result.
9. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
10. 3 of the 5 Restaurants (60%) in category achieved or surpassed the stated result.
11. 11 of all 19 Restaurants (58%) achieved or surpassed the stated result.
12. 4 of the 5 Restaurants (80%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the West region.

WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (5 Units)**	**Median Of All 19 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (5 Units)**	**The Highest Volume Restaurant**
Total Sales	$941,729	$1,144,320	$2,092,697	$2,648,474	$6,619,104
Guest Count	25,628	25,758	44,636	50,351	127,570
Average Sales per Guest	$36.75	$44.43	$46.88	$52.60	$55.39
Total Cost of Sales %	24.8%	22.5%	21.4%	21.3%	21.5%

MID WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (5 Units) [(b)]**	**Average Of All 18 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (5 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$1,123,092	$1,227,699[(1)]	$1,667,887[(2)]	$2,353,606[(3)]	$3,313,560
Guest Count	26,985	29,230 [(4)]	41,076[(5)]	56,618[(6)]	66,384
Average Sales per Guest	$41.62	$42.00[(7)]	$40.85[(8)]	$41.57[(9)]	$49.92
Total Cost of Sales %	20.6%	22.2%[(10)]	23.1%[(11)]	22.7%[(12)]	21.2%

NOTES:

a. This restaurant is not open for lunch.
b. This category has 4 locations that serve lunch and dinner.
c. This category has 12 locations that serve lunch and dinner.
d. This category has 4 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
2. 8 of all 18 Restaurants (44%) achieved or surpassed the stated result.
3. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
4. 3 out of the 5 Restaurants (60%) in this category achieved or surpassed the stated result.
5. 7 of 18 Restaurants (39%) achieved or surpassed the stated result.
6. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.
7. 3 out of the 5 Restaurants (60%) achieved or surpassed the stated result.
8. 9 of all 18 Restaurants (50%) achieved or surpassed the stated result.
9. 1 of the 5 Restaurants (20%) in this category achieved or surpassed the stated result.
10. 3 of the 5 Restaurants (60%) in category achieved or surpassed the stated result.
11. 7 of all 18 Restaurants (39%) achieved or surpassed the stated result.
12. 2 of the 5 Restaurants (40%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the Mid West region.

MID WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (5 Units)**	**Median Of All 18 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (5 Units)**	**The Highest Volume Restaurant**
Total Sales	$1,123,092	$1,208,382	$1,558,098	$2,135,182	$3,313,560
Guest Count	26,985	29,556	38,809	52,736	66,384
Average Sales per Guest	$41.62	$40.88	$40.15	$40.49	$49.92
Total Cost of Sales %	20.6%	21.7%	23.8%	23.8%	23.1%

NORTH EAST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (7 Units) [(b)]**	**Average Of All 26 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (7 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$740,483	$1,126,666[(1)]	$1,605,624[(2)]	$2,271,810[(3)]	$2,779,204
Guest Count	20,724	27,754[(4)]	39,592[(5)]	56,899[6)]	73,868
Average Sales per Guest	$35.73	$40.59[(7)]	$40.55[(8)]	$39.93[(9)]	$37.62
Total Cost of Sales %	20.3%	23.1%[(10)]	22.6%[(11)]	21.4%[(12)]	21.1%

NOTES:

a. This restaurant is open for lunch and dinner.
b. This category has 5 locations that serve lunch and dinner.
c. This category has 11 locations that serve lunch and dinner.
d. This category has 3 locations that serve lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 3 out of the 7 Restaurants (43%) in this category achieved or surpassed the stated result.
2. 10 of all 26 Restaurants (38%) achieved or surpassed the stated result.
3. 4 of the 7 Restaurants (57%) in this category achieved or surpassed the stated result.
4. 3 out of the 7 Restaurants (43%) in this category achieved or surpassed the stated result.
5. 9 of 26 Restaurants (35%) achieved or surpassed the stated result.
6. 3 of the 7 Restaurants (43%) in this category achieved or surpassed the stated result.
7. 3 out of the 7 Restaurants (43%) achieved or surpassed the stated result.
8. 13 of all 26 Restaurants (50%) achieved or surpassed the stated result.
9. 3 of the 7 Restaurants (43%) in this category achieved or surpassed the stated result.
10. 3 of the 7 Restaurants (43%) in category achieved or surpassed the stated result.
11. 11 of all 26 Restaurants (42%) achieved or surpassed the stated result.
12. 4 of the 7 Restaurants (57%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the North East region.

NORTH EAST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (7 Units)**	**Median Of All 26 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (7 Units)**	**The Highest Volume Restaurant**
Total Sales	$740,483	$1,107,754	$1,552,049	$2,423,078	$2,779,204
Guest Count	20,724	26,658	37,155	56,777	73,868
Average Sales per Guest	$35.73	$41.55	$41.77	$42.68	$37,62
Total Cost of Sales %	20.3%	23.5%	23.0%	21.1%	22.7%

SOUTH EAST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (10 Units) [(b)]**	**Average Of All 39 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (10 Units) [(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$740,081	$1,012,682[(1)]	$1,513,724[(2)]	$2,201,243[(3)]	$2,631,460
Guest Count	19,321	26,461[(4)]	37,562[(4)]	53,712[(6)]	57,121
Average Sales per Guest	$38.30	$38.27[(7)]	$40.30[(8)]	$40.98[(9)]	$46.07
Total Cost of Sales %	26.7%	24.7%[(10)]	24.1%[(11)]	24.7%[(12)]	25.2%

NOTES:

a. This restaurant is open for dinner only.
b. This category has 3 locations that serve lunch and dinner.
c. This category has 11 locations that serve lunch and dinner.
d. This category has 2 locations that serve lunch and dinner.
e. This restaurant is open for dinner only.

1. 3 out of the 10 Restaurants (30%) in this category achieved or surpassed the stated result.
2. 15 of all 39 Restaurants (38%) achieved or surpassed the stated result.
3. 5 of the 10 Restaurants (50%) in this category achieved or surpassed the stated result.
4. 4 of the 10 Restaurants (40%) in this category achieved or surpassed the stated result.
5. 12 of 39 Restaurants (31%) achieved or surpassed the stated result.
6. 6 of the 10 Restaurants (60%) in this category achieved or surpassed the stated result.
7. 6 of the 10 Restaurants (60%) achieved or surpassed the stated result.
8. 18 of all 39 Restaurants (46%) achieved or surpassed the stated result.
9. 7 of the 10 Restaurants (70%) in this category achieved or surpassed the stated result.
10. 4 of the 10 Restaurants (40%) in category achieved or surpassed the stated result.
11. 17 of all 39 Restaurants (44%) achieved or surpassed the stated result.
12. 3 of the 10 Restaurants (30%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South East region.

SOUTH EAST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (10 Units)**	**Median Of All 39 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (10 Units)**	**The Highest Volume Restaurant**
Total Sales	$740,081	$989,972	$1,415,242	$2,165,135	$2,631,460
Guest Count	19,321	26,202	35,057	55,137	57,121
Average Sales per Guest	$38.30	$37.78	$40.37	$39.27	$46.07
Total Cost of Sales %	26.7%	25.1%	24.7%	25.0%	25.2%

SOUTH WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant[(a)]**	**Average Of The Lowest 25% Volume Restaurants (3 Units)[(b)]**	**Average Of All 12 Franchised Restaurants[(c)]**	**Average Of The Highest 25% Volume Restaurants (3 Units)[(d)]**	**The Highest Volume Restaurant[(e)]**
Total Sales	$962,134	$1,117,292[(1)]	$1,627,477[(2)]	$2,259,563[(3)]	$2,969,313
Guest Count	23,550	26,807[(4)]	38,343[(5)]	54,407[6)]	66,547
Average Sales per Guest	$40.85	$41.68[(7)]	$42.44[(8)]	$41.53[(9)]	$44.62
Total Cost of Sales %	23.4%	23.1%[(10)]	23.8%[(11)]	24.7%[(12)]	25.0%

NOTES:

a. This restaurant is open for dinner only.
b. These restaurants are open for dinner only.
c. This category has 2 locations that serve lunch and dinner.
d. This category has 1 location that serves lunch and dinner.
e. This restaurant is open for lunch and dinner.

1. 2 out of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
2. 5 of all 12 Restaurants (42%) achieved or surpassed the stated result.
3. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
4. 1 out of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.
5. 5 of 12 Restaurants (42%) achieved or surpassed the stated result.
6. 2 of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
7. 1 out of the 3 Restaurants (33%) achieved or surpassed the stated result.
8. 5 of all 12 Restaurants (42%) achieved or surpassed the stated result.
9. 2 of the 3 Restaurants (67%) in this category achieved or surpassed the stated result.
10. 1 of the 3 Restaurants (33%) in category achieved or surpassed the stated result.
11. 7 of all 12 Restaurants (58%) achieved or surpassed the stated result.
12. 1 of the 3 Restaurants (33%) in this category achieved or surpassed the stated result.

The following graph reflects the medians for the South East region.

SOUTH WEST REGION 2017 – FRANCHISED UNITS					
Category	**The Lowest Volume Restaurant**	**Median Of The Lowest 25% Volume Restaurants (3 Units)**	**Median Of All 12 Franchised Restaurants**	**Median Of The Highest 25% Volume Restaurants (3 Units)**	**The Highest Volume Restaurant**
Total Sales	$962,134	$1,160,051	$1,554,145	$2,175,317	$2,969,313
Guest Count	23,550	25,675	37,600	57,720	66,547
Average Sales per Guest	$40.85	$45.18	$41.33	$37.69	$44.62
Total Cost of Sales %	23.4%	23.4%	23.7%	25.0%	25.0%

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 our Chief Financial Officer, Scott Pierce, The Melting Pot Restaurants, Inc., 7886 Woodland Center Blvd., Tampa, Florida 33614, (813) 881-0055, the Federal Trade Commission, and the appropriate state regulatory agency.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years Ending March 31, 2017 ("2017"), March 31, 2018 ("2018")
And March 31, 2019 ("2019")

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised				
	2017	117	115	-2
	2018	115	111	-4
	2019	111	101	-10
Company-Owned [1]				
	2017	2	4	+2
	2018	4	3	-1
	2019	3	4	+1
Total Outlets [2] [3]		**127**	**119**	**-8**
	2017	**119**	**119**	**0**
	2018	**119**	**114**	**-5**
	2019	**114**	**105**	**-9**

(1) All "company-owned" outlets are owned by some or all of our shareholders, officers and affiliates. We do not directly own any of the Restaurants.
(2) Domestic/U.S. locations only.
(3) There are no Area Developers in the system.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years Ending March 31, 2017 ("2017"), March 31, 2018 ("2018")
And March 31, 2019 ("2019")

State	Year	Number of Transfers
Florida		
	2017	1
	2018	0
	2019	0
California		
	2017	0
	2018	1
	2019	1
Colorado		
	2017	1
	2018	0
	2019	0
Kentucky		
	2017	1
	2018	0
	2019	0
Louisiana		
	2017	0
	2018	0
	2019	0
Pennsylvania		
	2017	1
	2018	0
	2019	0
Washington		
	2017	1
	2018	0
	2019	0
North Carolina	2017	0
	2018	0
	2019	1
Total		
	2017	**5**
	2018	**1**
	2019	**2**

Table No. 3
Status of Franchised Outlets
For Years Ending March 31, 2017 ("2017"), March 31, 2018 ("2018")
And March 31, 2019 ("2019")

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	1	0	0	0	1
Arizona	2017	4	0	0	0	0	0	4
	2018	4	0	1	0	0	0	3
	2019	3	0	0	0	0	0	3
California	2017	7	0	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	2	0	0	0	5
Colorado	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Connecticut	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Delaware	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Florida	2017	14	0	0	0	1	0	13
	2018	13	0	0	0	0	0	13
	2019	13	0	0	0	0	0	13
Georgia	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Idaho	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Illinois	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Indiana	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Kentucky								

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2017	1	0	1	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Louisiana	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	2	0	0	0	0
Maryland	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Massachusetts	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Michigan	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Minnesota	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Missouri	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Nevada	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	1	0	0	0	0
New Jersey	2017	6	0	1	0	0	0	5
	2018	5	0	1	0	0	0	4
	2019	4	1	2	0	0	0	3
New Mexico	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
New York	2017	7	0	1	0	0	0	6
	2018	6	0	0	0	0	0	6
	2019	6	0	2	0	0	0	4
North Carolina	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	0	0	0	0	5
Ohio	2017	5	0	1	0	0	0	4
	2018	4	0	0	0	0	0	3
	2019	4	0	0	0	0	0	4
Oklahoma								

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Oregon	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Pennsylvania	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	0	1	0	0	0	4
Rhode Island	2017	1	0	0	0	0	0	1
	2018	1	0	1	0	0	0	0
	2019	0	0	0	0	0	0	0
South Carolina	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Tennessee	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
0Texas	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
	2019	5	1	0	0	0	0	6
Utah	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Virginia	2017	6	1	0	0	0	0	7
	2018	7	0	0	0	0	0	7
	2019	7	0	0	0	0	0	7
Washington	2017	4	0	0	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Wisconsin	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Totals	**2017**	**117**	**1**	**2**	**0**	**1**	**0**	**115**
	2018	**115**	**0**	**4**	**0**	**0**	**0**	**111**
	2019	**111**	**1**	**11**	**0**	**0**	**0**	**101**

Table No. 4
Status of Company-Owned Outlets[(1)]
For Years Ending March 31, 2017 ("2017"), March 31, 2018 ("2018")
And March 31, 2019 ("2019")

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Florida	2017	2	0	1	0	0	3
	2018	3	0	1	0	0	3
	2019	3	0	0	0	0	3
Alabama							
	2017	0	1	0	0	0	1
	2018	1	0	0	1	0	0
	2019	0	0	0	0	0	0
	2017	0	0	0	0	0	0
New Jersey	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
Total	**2017**	**2**	**1**	**1**	**0**	**0**	**4**
	2018	**4**	**0**	**0**	**1**	**0**	**3**
	2019	**4**	**0**	**0**	**0**	**0**	**4**

(1) All "company-owned" outlets are owned by some or all of our shareholders, officers and directors. We do not directly own any of the Restaurants.

Table No. 5
Projected Openings as of March 31, 2019

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2019)	Projected New Company Owned Outlets in the Next Fiscal Year (2019)
Florida	0	0	2
New Orleans, LA	0	1	0
Ashville, NC	0	1	0
Totals	**0**	**2**	**2**

The name, business address and business telephone number of each current franchisee as of the issuance date of this disclosure document are set forth in Exhibit "P."

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of the eight franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document, are listed on Exhibit "Q."

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

As of the date of this disclosure document, we are not offering any previously-owned franchised outlets now under our control to prospective franchisees. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

As of the date of this disclosure document, we have no current or former franchisees who have signed provisions during the last 3 fiscal years restricting their ability to speak openly to you about their experience with the MELTING POT® franchise system.

As of the date of this disclosure document, there are no trademark-specific franchisee organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21.
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit "A" are audited financial statements for The Melting Pot Restaurants, Inc. ("TMPRI") and Subsidiaries for the fiscal years ending March 31, 2019, March 31, 2018 and March 31, 2017.

ITEM 22.
CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

1. Franchise Agreement – Exhibit "B"
2. Successor Franchise Addendum to Franchise Agreement – Exhibit "B-1"
3. Area Development Agreement – Exhibit "C"
4. Form of Conditional Assignment of Telephone and Digital IP – Exhibit "D"
5. Form of Collateral Assignment and Assumption of Lease – Exhibit "E"
6. Form of Rights of Franchisor Rider to Lease – Exhibit "E-1"
7. Form of Personal Guaranty of Owner/Shareholder – Exhibit "G-1"
8. Form of Principal Owner's Statement – Exhibit "G-2"
9. Noncompete Agreement – Exhibit "H-1"
10. Confidentiality Agreement – Exhibit "H-2"
11. The Fondue Dining Cooperative Membership Agreement – Exhibit "I"
12. Form of Franchisee Operating Agreement – Exhibit "L-1"
13. Form of Path to Grow Program Loan Documents – Exhibit "L-2"
    a. Form of Loan Agreement – Exhibit "L-2(a)"
    b. Form of Promissory Note – Exhibit "L-2(b)"
    c. Form of Security Agreement – Exhibit "L-2(c)"
    d. Form of Guaranty – Exhibit "L-2(d)"
14. Form of General Release – see Exhibit "B-1" – Successor Franchise Addendum and Exhibit "A" (Release) attached thereto
15. Franchise Compliance Certificate – Exhibit "R"

ITEM 23.
RECEIPTS

You will find 2 copies of a Receipt as the last two pages of the disclosure document. One Receipt must be detached or printed, signed, dated and delivered to us. The other Receipt should be retained for your records.

EXHIBIT "A"
TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OF

THE MELTING POT RESTAURANTS, INC. AND SUBSIDIARIES

EXHIBIT "B"
TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISE AGREEMENT

EXHIBIT "B-1"
TO THE DISCLOSURE DOCUMENT

FORM OF

SUCCESSOR FRANCHISE ADDENDUM TO

FRANCHISE AGREEMENT (FOR RENEWALS ONLY)

MELTING POT® RESTAURANTS
SUCCESSOR FRANCHISE ADDENDUM TO
THE CURRENT FRANCHISE AGREEMENT

THIS ADDENDUM is effective as of _____, and amends the Franchise Agreement dated _____ (the "**Agreement**"), between **THE MELTING POT RESTAURANTS, INC.** (the "**COMPANY**") with its principal office 7886 Woodland Center Boulevard, Tampa, Florida 33614, and _____ (the "**FRANCHISEE**"), with their principal address at _____.

1. **Precedence and Defined Terms**. This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. **FRANCHISEE Status**. The FRANCHISEE has been operating a MELTING POT® Restaurant under a Franchise Agreement with the COMPANY that is expiring on _____ (the "**Prior Agreement**"). The FRANCHISEE wants to obtain a successor franchise from the COMPANY. Accordingly, the COMPANY and the FRANCHISEE are simultaneously entering into the COMPANY'S current form of Franchise Agreement. This Addendum modifies certain aspects of the Agreement to reflect the fact that the FRANCHISEE is obtaining a successor franchise and that it is an experienced operator of 1 or more MELTING POT® Restaurants.

3. **Successor Franchise Term**. The Term is deemed to begin on the day following the expiration of the Prior Agreement and ends on its 5th anniversary (or _____, ____).

4. **Initial Franchise Fee/Successor Franchise Fee**. The initial franchise fee is not applicable. The successor franchise fee is $_____ (equal to 1/4 of COMPANY'S current initial franchise fee). Payment is due upon signing this Addendum.

5. **Reimbursement**. The FRANCHISEE must reimburse the COMPANY for its services rendered and expenses incurred in connection with the grant of successor franchise rights. Payment is due upon signing this Addendum.

6. **Training and Opening Assistance**. Since this relationship is a successor franchise, the COMPANY has no obligation to provide FRANCHISE with any initial training or opening assistance under Section 5 of the Agreement. However, prior to the grant of the successor franchise to the FRANCHISEE, it (or one of its managers as designated by the COMPANY) must satisfactorily complete any new training and refresher programs that the COMPANY may require.

7. **Development and Opening**. Since the FRANCHISEE already owns and operates a MELTING POT Restaurant, all of the COMPANY's obligations under Section 5 of the Agreement are excused. Likewise, all provisions of Section 4 of the Agreement that contemplate the opening of a new MELTING POT Restaurant are waived; provided, however, that FRANCHISEE must comply with any remodeling and/or expansion and other improvements or modifications that COMPANY requires to bring FRANCHISEE's Restaurant into compliance with COMPANY's current applicable specifications and standards for new MELTING POT Restaurants.

8. **Releases**. Simultaneously with signing this Addendum, the FRANCHISEE must sign and deliver to the COMPANY the general release in the form attached as Exhibit "A."

9. **Remaining Terms Unaffected**. The remaining terms of the Agreement are unaffected by this Addendum and remaining binding on the parties.

10. **Effective Date**. This Addendum is effective as of _____, regardless of the actual date of signature.

Intending to be bound, the COMPANY and the FRANCHISEE sign and deliver this Addendum to each other as shown below:

THE MELTING POT RESTAURANTS, INC.

By:_____
Title:_____
Date:_____

FRANCHISEE:

INDIVIDUALS

_____
[Signature]

_____
[Print Name]
Date:_____

_____
[Signature]

_____
[Print Name]
Date:_____

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
[Name]
By:_____
Title:_____
Date:_____

Exhibit "A"
RELEASE

THIS RELEASE is given by _____and their predecessors, agents, affiliates, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**FRANCHISEE**"), to **THE MELTING POT RESTAURANTS, INC**. and all of its predecessors, agents, affiliates, employees, legal representatives, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, the "**COMPANY**").

Effective on the date of this Release, the FRANCHISEE forever releases and discharges the COMPANY from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which the FRANCHISEE now has or ever had against the COMPANY, including without limitation, anything arising out of that certain MELTING POT® Franchise Agreement dated _____; except the COMPANY's obligations under the Franchise Agreement dated effective , the Successor Franchise Addendum dated effective _____ and the franchise relationship between the COMPANY and the FRANCHISEE after _____. This Release is effective for: (a) any and all claims and obligations, including those of which the FRANCHISEE is not now aware; and (b) all claims the FRANCHISEE has from anything which has happened up to now.

The FRANCHISEE is bound by this Release. The FRANCHISEE freely and voluntarily gives this Release to the COMPANY for good and valuable consideration and the FRANCHISEE acknowledges its receipt and sufficiency.

The FRANCHISEE represents and warrants to the COMPANY that the FRANCHISEE has not assigned or transferred to any other person any claim or right the FRANCHISEE had or now has relating to or against the COMPANY.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Florida law.

This Release is effective _____notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

By:_____
Name:_____
Title:_____
Date:_____

_____
Date:_____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____as _____ of _____., a _____, on behalf of the _____. He/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary
Printed Name of Notary_____
Notary Public, State of _____
Serial Number of Notary_____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 20__ by _____ who is personally known to me or has produced _____ as identification.

_____
Signature of Notary
Printed Name of Notary_____
Notary Public, State of _____
Serial Number of Notary_____

EXHIBIT "C"
TO THE DISCLOSURE DOCUMENT

FORM OF

AREA DEVELOPMENT AGREEMENT

EXHIBIT "D"
TO THE DISCLOSURE DOCUMENT

FORM OF

CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP

CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIGITAL IP (this "**Assignment**") is effective as of _____, 20__, between **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation with its principal place of business at 7886 Woodland Center Road, Tampa, Florida 33614 ("**we**," "**us**" or "**our**") and _____, whose current place of business is _____ ("**you**" or "**your**"). You and we are sometimes referred to collectively as the "parties" or individually as a "party."

BACKGROUND INFORMATION:

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement**") dated as of _____, 20___ with you, pursuant to which you plan to own and operate a franchised MELTING POT Restaurant (the "**Restaurant**"). MELTING POT® Restaurants use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System**"). We identify MELTING POT Restaurants and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and digital intellectual property of the Restaurant if the Franchise Agreement is terminated.

OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment**: You assign to us, all of your right, title and interest in and to those certain telephone numbers, regular, classified or other telephone directory listings, and other digital intellectual property, including but not limited to, domain names, email addresses, social media accounts, or other digital platforms (collectively, the "**Numbers and Digital IP**") associated with the Marks and used from time to time in connection with the operation of the Restaurant. This Assignment is for collateral purposes only. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the entities with which you have placed Numbers and Digital IP (collectively, the "**Company**") to effectuate the assignment of the Numbers and Digital IP to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Digital IP. In such event, you will have no further right, title or interest in the Numbers and Digital IP and will remain liable to the Company for all past due fees owing to the Company on or before the date on which the assignment is effective. As between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Digital IP.

3. **Power of Attorney**: You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Company to effectuate the assignment of the Numbers and Digital IP to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment, however, you will immediately notify and instruct the Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Company. If you fail to promptly direct the Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Company to do so. The Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Company's receipt of such notice from you or us. If the Company requires that you and/or we sign the Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such

documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement, and you agree to provide any passwords or other information necessary to access and utilize the Numbers and Digital IP. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification**: You will indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Company.

5. **Binding Effect**: This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns.

6. **Assignment to Control**: This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Company.

7. **Attorney's Fees, Etc**.: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "attorneys' fees" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

8. **Severability**: If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected and will remain in full force and effect in accordance with its terms.

9. **Governing Law and Forum**: This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Hillsborough County, Florida, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

ASSIGNOR:	**ASSIGNEE:**
	THE MELTING POT RESTAURANTS, INC.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____, on behalf of said _____. He/She is personally known to me or has produced _____ as identification.

_____
Printed Name:_____
NOTARY PUBLIC
(Notarial Seal) Commission No.:_____
State of _____ at Large
My Commission Expires:

STATE OF FLORIDA_____)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.

_____
Printed Name:_____
NOTARY PUBLIC
(Notarial Seal) Commission No.:_____
State of _____ at Large
My Commission Expires:

EXHIBIT "E"
TO THE DISCLOSURE DOCUMENT

FORM OF

COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is effective as of the effective date of the Lease (as defined below), between and among **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation with its principal place business at 7886 Woodland Center Blvd., Tampa, Florida 33614 ("**we**," "**us**," "**our**" or the "**Franchisor**"), and _____, a _____ (corporation, partnership, limited liability company) whose current principal place of business is _____("**you**," "**your**" or the "**Franchisee**"). You and we are sometimes referred to collectively as the "**parties**" or individually as a "**party.**"

BACKGROUND INFORMATION:

We entered into that certain Franchise Agreement (the "**Franchise Agreement**") effective as of _____, 20__ with you, pursuant to which you plan to own and operate a franchised MELTING POT Restaurant located at _____ (the "**Restaurant Premises**"). In addition, pursuant to that certain Lease Agreement (the "**Lease**"), you have leased or will lease certain space containing the Restaurant Premises described therein from _____. The Franchise Agreement requires you to deliver this Assignment to us before you open your MELTING POT® Restaurant and commence business.

OPERATIVE TERMS:

We and you agree as follows:

1. **Background Information**. The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Lease.

2. **Indemnification**. You agree to indemnify and hold us and our affiliates, stockholders, directors, officers and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

3. **Collateral Assignment**. You grant to us a security interest in and to the Lease, all of the furniture, removable trade, fixtures, inventory, licenses and supplies located in the Restaurant Premises and the franchise relating to your MELTING POT® Restaurant, and all of your rights, title and interest in and to the Lease as collateral for: (a) the payment of any obligation, liability or other amount owed by you or your affiliates to the Lessor arising under the Lease; (b) for any default or breach of any of the terms and provisions of the Lease; and (c) for any default or breach of any of the terms and provisions of the Franchise Agreement (or any related successor, renewal, or conversion franchise agreement) and any Area Development Agreement with us. The term "**Collateral**" shall specifically exclude any items which are fixtures and thus property of the landlord under the laws of the state where the Restaurant Premises is located and any personal property or other items owned by Landlord. In the event of a breach or default by you under the terms of the Lease, or, in the event we make any payment to the Lessor as a result of your breach of the Lease, then such payment by us, or such breach or default by you, will at our option be deemed to be an immediate default under the Franchise Agreement (and any Area Development Agreement), and we will be to the possession of the Restaurant Premises and to all of your rights, title and interest in and to the Lease and to all other remedies described herein, in the Franchise Agreement (and any Area Development Agreement) or at law or in equity, without prejudice to any of our other rights or remedies under any other agreements or under other applicable laws or equities.

This Assignment will constitute a lien on your interest in and to the Lease until satisfaction in full of all amounts owed by you to us. In addition, our rights, as provided by this Assignment, to assume all obligations under the Lease are totally optional on our part, to be exercised in our sole discretion. You will execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by us to perfect or document the interests and assignments granted herein.

4. **No Subordination**. Other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for your operations in the Restaurant Premises, and the agreements and other instruments referenced herein, and any mortgage debt of the Lessor (provided Lessor's mortgagee enters into a non-disturbance agreement), you will not permit the Lease to become subordinate to any lien without first obtaining our written consent. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent will be null and void.

5. **Exercise of Remedies**. We will be entitled to exercise any one or more of the following remedies in our sole discretion in the event of any default by you under the terms of the Lease, the Franchise Agreement (including any related successor, renewal or conversion franchise agreement) or any Area Development Agreement:

(a) to take possession of the Restaurant Premises, or any part thereof, personally, or by our agents or attorneys;

(b) to, in our discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Restaurant Premises, together with all of your furniture, fixtures, inventory, books, records, papers and accounts;

(c) to exclude you, your agents or employees from the Restaurant Premises;

(d) as attorney-in-fact for you, or in our own name, and under the powers herein granted, to hold, operate, manage and control the MELTING POT® Restaurant and conduct the business, if any, thereof, either personally or through our agents, with full power to use such legally rectifiable measures which may, in our sole discretion, be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to us to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

(e) to cancel or terminate any unauthorized agreements or subleases you entered into, for any cause or ground which would entitle us to cancel the same;

(f) to disaffirm any unauthorized agreement, sublease or subordinated lien and, with Lessors consent, which shall not be unreasonably withheld, conditioned, or delayed, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Restaurant Premises that are in our sole discretion judicious;

(g) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or

(h) notwithstanding any provision of any agreement to the contrary, to declare all of your rights but not obligations under the Franchise Agreement (or any Area Development Agreement) to be immediately terminated as of the date of your default under the Lease.

6. **Power of Attorney**. You irrevocably appoint us as your true and lawful attorney-in-fact and authorize us, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Restaurant Premises, to operate, rent, lease, and manage the Restaurant Premises to or by any person, firm or corporation upon such terms and conditions as we may determine in our discretion, and with the same rights and

powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have upon taking possession of the Restaurant Premises pursuant to the provisions set forth in the Lease and this Assignment. The power of attorney conferred upon us pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our written consent.

7. **Election of Remedies**. The provisions set forth in this Assignment will be deemed a special remedy given to us and will not be deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between you and us, but will be deemed an additional remedy and will be cumulative with the remedies therein and elsewhere granted to us, all of which remedies will be enforceable concurrently or successively. No exercise by us of any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by us will be construed as a waiver of any of our rights and remedies and no waiver by us of any such rights and remedies will be construed as a waiver by us of any future rights and remedies.

8. **Copies of Reports**. Franchisee hereby agrees that it will provide to Franchisor copies of all reports and information that Franchisee must provide to Landlord under the Lease. Franchisee expressly permits the Lessor to deliver to us all reports and information that you must provide it under the Lease. Any agreement that is made between Landlord and Franchisee shall require Landlord to provide to Franchisor a copy of any notice that it sends to Franchisee and that Landlord must provide to Franchisor notice of any and all delinquency or breaches by Franchisee under such agreement (including, but not limited to, the Lease) or pending forfeiture of Franchisee's rights under such agreement, including, but not limited to, the Lease.

9. **Binding Effect**. This Assignment and all provisions herein will be binding upon and inure to the benefit of the parties and their respective successors-in-interest, heirs, and successors and assigns, except as otherwise provided herein. All individuals executing on behalf of entities, corporate or otherwise, hereby represent and warrant that such execution has been duly authorized by all necessary authorizations and approvals for such entities.

10. **Assignment to Control**. This Assignment will govern and control over any conflicting provision in the Lease; provided that this agreement shall in no way limit or abridge the rights of Lessor under the Lease except as otherwise provided herein.

11. **Attorney's Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non-prevailing party. The term "**attorneys' fees**" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitration proceedings.

12. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment are held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

13. **Governing Law and Forum**. This Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, construed, and enforced in accordance with the laws of the State of Florida except to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure, and enforcement of rights and remedies against the Restaurant Premises, which such matters shall be governed by the laws of the State where the Restaurant Premises are located.

The parties hereby agree that any action relating to this Assignment (other than those procedural and substantive matters regarding the foreclosure and enforcement of right and remedies against the Restaurant Premises) shall be brought in the State or Federal Courts of general jurisdiction in the county in which Franchisor's principal headquarters are located; and the parties irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

14. **Headings**. The headings contained in this Assignment are for convenience of reference only and must not in any way modify or limit the meaning or interpretation of this Assignment.

15. **Pronouns and Gender**. All terms and words used in this Assignment, regardless of the number or gender in which they are used, will 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 Assignment or any section, subsection, paragraph or clause may require, as if such words had been fully and properly written in the appropriate number and gender.

16. **Assignment to Franchisor**. In the event Franchisor elects to assume Franchisee's interest in the Lease, Franchisee shall promptly vacate the premises. Franchisee agrees that Landlord is not liable and shall indemnify and hold Landlord harmless in the event that Landlord transfers interest in the Lease to Franchisor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the day and year first above written.

THE "FRANCHISOR":
THE MELTING POT RESTAURANTS, INC.
7886 Woodland Center Blvd.
Tampa, FL 33614
(813) 881-0055

By:_____
Name:_____
Title:_____

THE "FRANCHISEE":

Address:_____
_____
Phone:_____

By:_____
Name:_____
Title:_____

EXHIBIT "E-1"
TO THE DISCLOSURE DOCUMENT

FORM OF

RIGHTS OF FRANCHISOR RIDER TO LEASE

Required Language for all MELTING POT® Franchisee Leases: must be included in Rider or Addendum to Lease

RIGHTS OF FRANCHISOR
RIDER TO LEASE BETWEEN
_____ AND
_____

THIS RIGHTS OF FRANCHISOR RIDER is effective as of _____ (the "**Effective Date**"), and is being signed simultaneously with the Lease (the "**Lease**") dated _____ between _____ (the "**Franchisee**" or "**Tenant**") and _____ (the "**Landlord**") for the real property commonly known as _____ _____ (the "**Premises**").

1. **Incorporation and Precedence**. This Rider is incorporated into the Lease and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Rider have the meanings as defined in the Lease.

2. **Background**. The Tenant will operate a MELTING POT® Restaurant at the Premises under a Franchise Agreement with THE MELTING POT Restaurants, Inc. (the "**Franchisor**"). By entering into a franchise relationship with the Franchisor, the Tenant has agreed to grant the Franchisor a security interest in the Lease, all of the furniture, removable trade fixtures, kitchen equipment dining tables and booths (including all fondue cooking equipment), lamps and lighting fixtures, inventory, licenses and supplies located in the Premises as collateral for: (a) the payment of any obligation, liability or other amount owed by the Tenant or its affiliates to the Landlord arising under the Lease; (b) any default or breach of any of the terms and provisions of the Lease; and (c) for any default or breach of any of the terms and provisions of the Franchise Agreement (or any related successor, renewal or conversion franchise) with the Franchisor. The Franchise Agreement also requires that the Lease contain certain provisions that the Tenant is requesting the Landlord to include.

3. **Signage**. The Tenant has the right to install and maintain for the Term of the Lease, MELTING POT® Restaurant System standard signage (the "**Signage**") in the size and specifications set forth in, and in all respects in compliance with, the Franchisor's signage standards, a copy of which is attached to this Rider.

4. **Grant of License**. The Landlord grants to the Tenant during the term of the Lease a non-exclusive right and easement over that portion of the property as may be required by the Tenant to improve, renovate, repair, replace and maintain the Premises or replace its Signage or its panel on the pylon sign for the property. The Tenant has the right to change or alter the Signage at any time during the term of the Lease provided the Signage is in compliance with all applicable governmental codes and regulations. The Signage may include: (a) signage on the exterior front wall of the Premises; (b) signage on another exterior portion of the Premises; (c) a separate pylon sign on the property; (d) separate signage on the property, (e) a panel on the pylon sign for the property; and (f) other signage which may be required by the Franchisor or agreed upon by the Landlord and the Tenant.

5 **Copies of Reports**. The Landlord agrees to provide copies of all reports, information and data in Landlord's possession respecting sales made in, upon or from the Premises on a timely basis, upon written request, but no more than quarterly in any calendar year during the Term of the Lease.

6. **Waiver of Landlord's Lien**. The Landlord waives lien rights for the following items to the Franchisor:

(a) **Cooking Pots and Liners** – Metal fondue pots and liners, used for cooking or warming products.

(b) **White Plateware** - Custom fondue plates, ramekins, bowls, and small wares used for serving sauces.

(c) **Fondue Forks** – Fondue forks with plastic colored handle.

(d) **Roemmelators** – Devices made to safely transport the cooking pots.

(e) **Inset Table Burners** – Electric, thermostatically controlled burners which are inset into dining tables. Used for warming or cooking products.

(f) **Stand Alone Burners** - Electric, thermostatically controlled for positioning on tables. Used for warming, cooking or preparing products at the dining table or in the kitchen.

(g) **Granite Tables and Table Bases** - designed with a cut-out in the granite to insert table burners and the under-mount thermostatic control knobs.

(h) **Host Stand** – Wooden host and reservation desk.

(i) **Signage** – Any type of signage, interior or exterior, bearing in any form the MELTING POT® logo, name or insignia.

(j) **Branded Items, Menus and Point of Sale Materials** – Any item bearing in any form the MELTING POT® logo, name or insignia, including: Dinner, Dessert and Souvenir Menus; wine lists; table tents; check presenters; matches; napkins; glassware; welcome mats; mints; sugar packets; etc.

(k) **Hardware, Software and Customer Database** – Any software or hardware not available to the general public, especially including those items which are used by or have been created to be used by or communicate within the MELTING POT® Franchise System. Any form of database, including the reservation book(s), which contain customer names and/or other miscellaneous customer information.

(l) **System Standards Manual, Recipes, Documents and Files** – Any manual, document or otherwise related form which is used by the MELTING POT® Franchise system, including all the MELTING POT® Standards Forms, files (including electronic files), Brand Standards Manual, Social Media Policy Manual, Quality Certification Inspections, InMoment Survey Reports, All Training Manuals, Kitchen Reference Manual, System Standards Manual, and other operational manuals, internal releases and newsletters.

(m) **Trade Dress** – any item of clothing identified with the MELTING POT®, including aprons, and any item bearing in any form theMELTING POT® logo, name or insignia.

(n) **Products** – Any product that is supplied to the franchisee and not otherwise available to the general public, especially those items used to prepare sauces, bouillon, mixes, specialty drinks, marinated meats, milk, dark and white chocolate, Swiss, and cheddar cheese blends. This also includes the containers and labels for theMELTING POT® To-Go items such as dressing bottles, boxes or other containers for chocolates, chocolate wafers, Garlic & Wine Seasoning and other To-Go products which may be added at later date.

7. **Notice of Default**. The Landlord will give written notice to the Franchisor (concurrently with the giving of such notice to the Tenant) of any defaults (a "**Default**") by the Tenant under the Lease by certified mail, return receipt requested, or by nationally recognized overnight courier service, at the following address or to such other address as the Franchisor may provide to Landlord from time to time:

The Melting Pot Restaurants, Inc.
7886 Woodland Center Boulevard
Tampa, Florida 33614
Attention: Legal Franchise Administration

Upon receipt of a Notice of Default, the Tenant agrees to authorize the Landlord to communicate with the Franchisor and the Landlord agrees to communicate with a representative of the Franchisor concerning, but not limited to, the terms and conditions of the Default.

8. **Franchisor's Assumption of Lease**. The Landlord consents to the Franchisor's assumption of all of the Tenant's rights and obligations under the Lease upon the occurrence of either of the following events under the terms and conditions set forth:

(a) **Default of Franchisee under the Lease:** If the Tenant fails to cure a Default within the period specified within the Lease, then Landlord will, within 1 business day following the expiration of such cure period, give the Franchisor written notice of such failure to cure a Default, and offer the Franchisor the option to assume Tenant's interest in the Lease (the "**Offer**") so long as the Franchisor cures any default capable of being cured by Franchisor. Nevertheless, the Franchisor has no obligation to cure any monetary default: (i) if the Franchisor was not given notice by the Landlord within 20 days following the date when such payment was due; or (ii) any amount in excess of 2 months base rental. The Landlord will attach a complete copy of the Lease and any amendments thereto to the Offer. If the Franchisor accepts the Offer, the Franchisor must send written notice of its acceptance to the Landlord and the Tenant (the "**Acceptance**") within 15 business days after receipt of the Offer from the Landlord. Failure of the Franchisor to send the Acceptance constitutes a waiver of the Franchisor's right to assume the Lease. In the event that the Franchisor accepts the Offer, then the Franchisor, in order for the Offer and the Acceptance to remain in full force and effect, must cure the defaults that are capable of being cured by the Franchisor within 5 business days of the Acceptance if such default is monetary, or within 30 days of the Acceptance if such default is non-monetary. If the Franchisor is not capable of curing such non-monetary default during the 30 days, an extension of an additional 30 days will be granted provided the Franchisor is diligently pursuing such cure. Failure of the Franchisor to effect such cure within such time periods constitutes a rejection of the Offer.

(b) **Upon Termination of the Franchise Agreement**: If during the term of the Lease or any extensions thereof, the Franchisor notifies the Landlord, in writing, that the Tenant's Franchise Agreement (or related successor, renewal or conversion franchise) with the Franchisor has been terminated, then the Landlord will promptly give the Franchisor written notice specifying the defaults, if any, of the Tenant under the Lease, and will offer the Franchisor the option to assume all of the Tenant's interest in the Lease.

9. **Assignment of Lease to the Franchisor**: In the event the Franchisor elects to assume the Tenant's interest in the Lease, the Landlord will promptly deliver possession of the Premises to the Franchisor provided that the Franchisor has executed and delivered an assignment and assumption agreement to Landlord, in a form mutually agreeable to the Landlord and the Franchisor, and the Franchisor has agreed to cure all of the Tenant's defaults capable of being cured by the Franchisor. The Tenant agrees that the Landlord is not liable and indemnifies and holds the Landlord harmless in the event that the Landlord transfers interest in the Lease to the Franchisor in accordance with this Rider. After the

Franchisor assumes the Tenant's interest under the Lease, the Franchisor may, at any time, assign such interest or sublet the premises to a wholly-owned subsidiary or one of Franchisor's franchisees upon written notice to the Landlord, provided that should Franchisor transfer the Lease to a franchisee, such franchisee shall meet the then existing standards of Franchisor for franchisees. Upon such transfer, whether to a wholly-owned subsidiary or to a franchisee, the Franchisor will have no further liability or obligation to the Landlord under the Lease accruing after such transfer.

10. **Amendment.** The Landlord and the Tenant will not cancel, terminate, modify or amend the Lease including, without limitation, Franchisor's rights under this Rider, without the Franchisor's prior written consent, except that, subject to the Franchisor's cure rights, this paragraph will not prevent the Landlord from exercising any right to cancel or terminate the Lease due to Tenant's default.

11. **Benefits and Successors.** This Rider and all provisions herein will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The benefits of this Rider also inure to the Franchisor and to its successor and assigns.

12. **Remaining Provisions Unaffected**. Those parts of the Lease that are not expressly modified by this Rider remain in full force and effect.

Intending to be bound, the Landlord and the Tenant sign and deliver this Rider effective on the Effective Date, regardless of the actual date of signature.

Landlord

_____
Address:_____
_____

Phone:_____

By:_____
Name:_____
Title:_____

Tenant

_____
Address:_____
_____
Phone:_____

By:_____
Name:_____
Title:_____

EXHIBIT "E-2"
TO THE DISCLOSURE DOCUMENT

SIGNAGE STANDARDS

EXHIBIT "F"
TO THE DISCLOSURE DOCUMENT

MANUALS TABLES OF CONTENTS

SYSTEM STANDARDS MANUAL CONTENTS

Section	Beginning Page	Total # of Pages
Section 1: Administrative Practices	**13**	**1**
General Information	13	1
The History of The Melting Pot Restaurants, Inc.	13	1
Melting POT® Culture	14	1
Purpose	14	1
Vision	14	1
Mission	14	1
Core Values	15	1
Guiding Principles	15	1
What It Takes To Be a "Most Valuable Player" at the Melting Pot®	15	2
Most Valuable Player Program	16	1
InMoment	17	1
Operating Objectives	17	1
Requests to Change Operating Objectives	18	1
General Administrative Standards	18	1
Crise Communications	18	1
Hours of Operation	18	1
Operating Hours	18	2
Melting Pot Restaurants Permitted Days to Close Policy	20	1
Posting Closures Policy	20	1
Management Arrival Hours	20	1
Minimal Arrival Hours for Lunch Service	20	1
Minimal Arrival Hours for Dinner Service	20	1
Phone Messaging	20	1
Specials, Promotions & Charity Menus	21	1
Lunch Menu Policy	21	1
Retention of Records	22	1
Section 2: Personnel	**25**	**1**
Position Standards	25	1
General Manager	25	2
Manager/Assistant Manager (Front of the House)	26	1
Heart of the House Manager	27	1
Hospitality Specialist	27	1
Server	28	1
Service Assistant	29	1
Heart of the House	29	1
Bartender	30	1
Recruiting Team Members	30	1
Soliciting Quality Applicants	30	1
Sources for Applicants	31	1
Interviewing	31	1

Section	Beginning Page	Total # of Pages
Prescreen	31	1
Face-to-Face Interviews	31	1
Data Evaluation and Integration	31	1
Make an Offer / Turn Down	31	1
Employment Applications	32	1
Employing Minors	32	1
Validating Standards of Management Candidates	32	1
Onboarding	32	1
W-4 Form: Withholding Exemption Certificate	32	1
I-9 Form: Employment Eligibility Verification	33	1
Confidentiality, Non-Solicitation & Non-Competition Agreement	33	1
Orientation Procedures	33	1
Location-Specific Workplace Policies & Procedures	34	1
Professional Appearance & Uniform Policies	34	1
Cleanliness	34	1
Professional Appearance	35	1
Uniforms	36	3
Smoking	39	1
Use of Alcoholic Beverages & Drugs	40	1
Telephone Use	40	1
Team Member Initiated Shift Changes	40	1
Pay Periods & Pay	40	1
Accountability	41	1
Evaluations	41	1
Team Member Benefits	41	1
Team Member Meals	41	1
Recommended Team Member Discounts	41	1
Workers' Compensation Insurance	41	1
Section 3: Learning & Communications	**43**	**1**
University of Mastering Exceptional Learning & Training (UMELT)	43	1
Certified Training	43	1
Modalities – At UMELT we are Always On	43	1
Methods of Instruction TMPRI	43	1
Pillars of Training	43	1
Culture	43	1
Positional	44	1
Leadership	44	1
Innovation	44	1
New Restaurant Opening Training	45	1
Relocation Training	45	1
New Franchisee Training	45	1
Section 4: Food and Beverage	**47**	**1**
Purchasing & Distribution	47	3

Section	Beginning Page	Total # of Pages
Mandatory Purchasing Procedures	47	2
Beverage Purchasing Procedures	49	1
Core Beer Program	49	1
Receiving	50	1
Receiving Procedures	50	1
Reporting Food Quality Issues	50	1
Storage	50	1
Storage Procedures	50	1
Beer, Wine, Liquor & Mixers Storage	51	1
Physical Inventory	52	1
HOH Inventory	52	1
Bar Inventory	52	1
Key Control	53	1
Food Production	53	1
Kitchen Reference Manual	53	1
Approved Recipes	53	1
Production Planning Procedures	54	1
Food Quality & Presentation	54	1
Line Check	55	1
Successful Line Set Up	55	1
Food Cost Management	56	1
Entrée Item Substitution or Plate Sharing Policy	56	
Beverage Control and Preparation	56	1
Bar Service Authorization	56	1
Standardized Recipes	57	1
Beverage Quality & Presentation	57	1
Bar Line Check	57	1
Bar Food	58	1
Bar Food Program	58	1
Section 5: Manager Procedures	**61**	**1**
The Melting Pot Management Team	61	1
Perfect Night Out® Staffing	62	1
Scheduling	63	1
Preshift Meetings	63	1
Manager's Rotation	63	1
Weekly Duties Schedule	64	1
Weekly Manager's Meetings	64	1
Maximizing Reservations & Guest Counts	64	1
Maximizing Reservations	64	1
Opening Inventory Online	64	1
Managing Guest Counts & Walk-In Guests	65	1
OpenTable Data	65	1
Seating	65	1

Section	Beginning Page	Total # of Pages
Table Visits	65	1
Special Circumstances	65	1
Security Measures	66	1
Guest Recovery	67	1
Email, Phone Calls & InMoment	67	1
Online Review Sites	68	1
Social Media	68	1
BLAST Method of Guest Recovery	68	1
The Restaurant Support Center	69	1
Franchise Referral Campaign	69	1
Section 6: Restaurant Support	**71**	**1**
Compliance	71	1
Quality Certification	71	1
Procedure	71	1
Critical Item Checklist	72	1
FondueGuard	72	1
Core Communication	73	1
Franchisee Communication Requirements	73	1
FranConnect	73	1
Voice Mail	74	1
Team Member Satisfaction Survey	74	1
Operational Updates	74	1
The Weekly Dip	74	1
Meetings & Reunion	75	1
Required Franchise Reunion	75	1
Required Operators' Conference	75	1
Required Franchise Strategic Partnership Meetings	75	1
Strategic Partnership Committee Meeting	76	1
Franchise Support	76	1
Franchise Development	76	1
Growth	77	1
Transfers and Assets for Sale	77	1
Sales Forecasts and Relocations	77	1
Real Estate	78	1
Lending	78	1
Administration	78	1
Construction & Design	79	1
Accounting Department	79	2
Marketing Department	80	1
Food & Beverage	80	1
Purchasing & Distribution	81	1
Learning & Communications	81	1
Restaurant Support Center Collaboration Days	82	1

Section	Beginning Page	Total # of Pages
Franchise Operational Maintenance	82	1
Atmosphere	82	1
Pest Control	82	1
Franchise Financial Maintenance	82	1
Financial Consultation	82	1
Payment Card Industry Compliance Procedures	83	1
Franchise Gift Card Policies	83	1
Gift Card Procedures	83	1
Gift Card Sales Procedures	84	1
Local Store Gift Card Procedures	84	1
Section 7: Data Integrity	**85**	**1**
Information Technology	85	1
Franchisee and Locations Melting Pot Franchise Emails	85	1
Enterprise Content Management	85	1
Northstar Order Entry – Point of Sale	85	1
Income & Expense Control Procedures	86	1
Using Data Central	86	1
Petty Cash, House Bag & Safe Control Standards & Procedures	86	1
Invoice Standards and Procedures	86	1
Inventory	87	1
Labor & Payroll	87	1
Profit & Loss Adjustments	87	1
Deadlines	88	1
Best Practices	88	1
Total	75	**75**

SYSTEM STANDARDS MANUAL ADDENDUM CONTENTS

Section	Beginning Page	Total # of Pages
System Standards Manual Addendum	**5**	**1**
1.1.1 What it takes to be a Melting Pot "Most Valuable Player"	5	1
1.1.2 Operating Hours	6	1
1.1.3 Management Arrival Hours	6	1
1.1.3.1 Minimum Arrival Hours for Brunch & Lunch Service	7	1
1.1.3.2 Minimum Arrival Hours for Dinner Service	7	1
1.1.4 Hospitality Specialist	7	1
1.1.5 Lead Server & Server	8	1
1.1.6 Bartender	8	1
1.1.7 Perfect Night Out® Staffing	9	1
Total		**5**

MARKETING MANUAL TABLE OF CONTENTS

Description	Begins on Page No:	Total No. of Pages
WELCOME	1	1
RSC MARKETING DEPARTMENT		
Introduction	1	1
Staff and Job Descriptions	1	3
Marketing Partners	4	1
Getting Started With Us	5	2
Getting Started With Workamajig	6	5
BRAND ARCHITECTURE		
Brand Positioning Statement	2	1
Restaurant Profile / SWOT Analysis	2	1
Target Audience - Demographic and Psychographic Profiles	3	1
Brand Persona - Meet Sheila and Dan	4	3
Campaign Platform	7	1
Creative Work	8	1
Photography	9	4
Logo Standards	13	7
Signage Standards (Separate PDF)	PDF	7
MARKETING CAMPAIGNS		
Introduction	1	1
Fondue Effect Launch Creative	Tab 1	11
Everyday Creative	Tab 2	19
OFF-THE-SHELF		
Off-the-Shelf Promotions Overview	1	1
OTS Objectives	1	2
Available Programs	3	10
LOCAL MARKETING		
Introduction	1	1
Preparing for Your Plan	2	1
Objectives, Strategies, Tactics	3	1
Budgeting, Execution and Analysis	4	3
GENERAL BEST PRACTICES/STANDARDS/POVs		
Introduction	2	1
Trademarks – Proper Usage		
Introduction	3	1
DOs and DON'Ts	4	3
Standard Protocol	6	1
Partner logo guidelines	7	3
Trademark and Copyright Authorization Form and Sample	10	1
Sweepstakes and Contest Policy	11	4
Facebook Promotions Guidelines	15	2
Commercial Filming and Photography		
Introduction	18	1
Policy	19	4

Description	Begins on Page No:	Total No. of Pages
TACTICS		
Introduction – Understanding the Media Landscape	2	2
Digital/Online	4	3
Direct Mail	7	4
Club Fondue Email	11	7
Out-Of-Home (OOH)	17	3
Print	20	3
Radio	23	3
Television	26	3
Group-Buying Sites (Groupon, Living Social, Facebook Offers)	29	6
Local Web Pages	35	3
In-Restaurant	38	4
Events/Promotions (with Filter)	42	2
Community Outreach (with Checklist)	44	4
Sample Media Plans	48	3
PUBLIC RELATIONS		
Introduction	2	1
PR Brand Standards	3	3
PR Tactics	6	13
Media Training: The Art of the Interview	19	6
PR Tools	25	2
SOCIAL MEDIA		
Introduction	2	1
Getting Started Checklist	3	2
Introduction to Social Media	5	13
The Melting Pot Restaurants, Inc. Social Media Policy	18	19
Facebook	37	32
Twitter	69	14
A Guide to Hosting a Yelp Event	82	4
Listening and Monitoring	86	1
Guest Interaction and Recovery Process	87	9
Tracking, Measuring and Determining Worth	95	2
Social Media Support/Help (sites, FAQ, etc.)	97	5
YOUR MARKETING PLAN		
Introduction	2	1
Market Profile	2	2
Competitive Survey	4	1
Local SWOT	5	5
Business Cycle	6	2
Review of Prior Year Programs (1st Half)	8	1
Review of Prior Year Programs (2nd Half)	9	1
Marketing Budget	10	1
Program Analysis	11	1
CRISIS COMMUNICATIONS		
Emergency Contact List	2	1
Introduction	3	1
Preparation	4	8

Description	Begins on Page No:	Total No. of Pages
Top Tips When Navigating Through Crisis	11	2
What To Do and Not To Do	12	3
In-Depth Look	14	19
Food and Product Emergencies	14	4
Food Borne Illness Protocol	17	3
Contagious Disease	19	3
Bomb Threats/Terrorism	21	1
Hurricanes/Tornados	22	5
Protests	27	1
Robbery	28	2
Kidnapping	29	1
Critical Injury	29	2
Death in Workplace	30	2
Preparedness and Response Checklist	31	1
Crisis Resources and Contact List	32	4
Food-Borne Illness Form (Separate Document)		2
Food Safety Audit Log (Separate Document)		1
RESOURCES		
Introduction	2	1
Club Fondue User Guide	Tab 1	17
Radio Ordering Guide	Tab 2	2
Television Ordering Guide	Tab 3	15
Photo Booth Ordering Guide	Tab 4	2
MISCELLANEOUS		
Marketing Terms and Definitions	1	14
TOTAL		**406**

EXHIBIT "G-1"
TO THE DISCLOSURE DOCUMENT

FORM OF

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

This Guaranty must be signed by the principal owners (referred to as "**you**" for purposes of this Guaranty only) of _____(the "**Franchise Owner**") under the **MELTING POT® Restaurant Franchise Agreement** (the "**Agreement**") dated _____, 20___.

1. **Scope of Guaranty**. In consideration of and as an inducement to, the signing and delivery of the Agreement by **The Melting Pot Restaurants, Inc.** ("**us**," or "**our**" or "**we**" or "**Franchisor**"), each of you signing this Guaranty personally and unconditionally: (a) guarantees to us and our successors and assigns that the Franchise Owner will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

2. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Franchise Owner or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Franchise Owner arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

3. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Franchise Owner fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchise Owner or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to Franchise Owner or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence shall in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

4. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and may be enforced in the courts of the county and state where Franchisor's principal headquarters are located. Each Guarantor irrevocably submits to the jurisdiction and venue of such courts.

Each of the principal owners now signs and delivers this Guaranty as of the date of the Agreement.

PERCENTAGE OF OWNERSHIP INTEREST IN FRANCHISE OWNER	**GUARANTORS:**
_____	_____
_____	_____
_____	_____
	DATE_____

EXHIBIT "G-2"
TO THE DISCLOSURE DOCUMENT

FORM OF

PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed and signed by the Franchisee and/or Developer, _____ _____ (the "**Business Entity**"), and each of its principal owners under the _____ Agreement dated _____, 20___ (the "**Agreement**") with **THE MELTING POT RESTAURANTS, INC.** (the "**Franchisor**"), if the Business Entity has multiple owners or if the Business Entity or the franchised business is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Agreement to the Business Entity.

1. **Form of Owner**. The Business Entity is a (check one):

(a) General Partnership ☐
(b) Corporation ☐
(c) Limited Partnership ☐
(d) Limited Liability Company ☐
(e) Other ☐
Specify: _____

2. **Business Entity**. It was incorporated or formed on _____, ___, under the laws of the State of _____. It has not conducted business under any name other than its corporate, limited liability company or partnership name and the following names (if any) _____ _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions (attach additional sheets if needed):

Name of Person	**Position(s) Held**

3. **Owners**. The following list includes the full name and mailing address of each person who is a direct or indirect owner and fully describes the nature of each owner's interest in the Business Entity. Attach additional sheets if necessary.

Owner's Name and Address	**Description of Interest***	**% of Ownership**

*Indicate whether ownership interest is direct or indirect. For indirect ownership, include the name of each entity or trust through which ownership interests are held.

4. **Governing Documents**. Attached is an organizational chart showing the ownership structure of the Business Entity, including all direct and indirect parents, affiliates and subsidiaries. The undersigned agree to provide copies of the documents and contracts governing the ownership, management and other significant aspects of the Business Entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.) upon request from Franchisor.

This Principal Owner's Statement is current and complete as of _____.

OWNER

INDIVIDUALS:

Sign:_____
Print:_____

Sign:_____
Print:_____

Sign:_____
Print:_____

Sign:_____
Print:_____

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____
[Name of Entity]

By:_____
Print Name:_____
Title:_____

EXHIBIT "H-1"
TO THE DISCLOSURE DOCUMENT

FORM OF

NONCOMPETE AGREEMENT

NONCOMPETE AGREEMENT

This Noncompete Agreement (the "**Agreement"**) is entered into by and between: ***[ENTER NAME OF FRANCHISEE]*** **(**"**Employer**") and _____ (the "**Employee**").

Employer is a franchisee operating a MELTING POT® Restaurant (the "**Restaurant**") under a Franchise Agreement (the "**Franchise Agreement**") with The Melting Pot Restaurants, Inc. (the "**Franchisor**").

Employee and the Employer have entered into a separate Confidentiality, Non-solicitation and Assignment of Inventions Agreement, with an Effective Date of _____, 20___ (the "**Confidentiality Agreement**"). This Agreement is effective on the Effective Date of the Confidentiality Agreement.

In consideration of the employment or continued employment of Employee by Employer and other good and valuable consideration the Employer and Employee (collectively the "**Parties**") agree that:

1. **Incorporation by Reference**. Paragraph 1 of the Confidentiality Agreement is incorporated herein by reference, in its entirety. Further, Employee acknowledges and agrees that due to the nature of Employee's job duties with the Employer, Employee has: (a) learned or is likely to learn Confidential Information; and (b) attended or will attend extraordinary and specialized training programs offered by the Employer or the Franchisor that are proprietary to the operation of MELTING POT® Restaurants and not for the operation of restaurants generally.

2. **Definitions**: For purposes of this Agreement:

(a) "**Competitive Business**" **means any business or facility owning, operating or managing, or granting franchises or licenses to others to own, operate or manage, any fondue restaurant or restaurant serving fondue, other than a MELTING POT® Restaurant (a "**Competitive Restaurant**");

(b) "**Territory**" means within 30 miles, or within the Area of Dominant Influence ("**ADI**") (as defined by Arbitron) of: (i) the Restaurant; or (ii) any restaurant owned or operated by Employer or Franchisor, or any of their subsidiaries, affiliates or franchisees: (x) as of the Effective Date or (y) while Employee is employed by Employer; or (z) as of the date of the end of Employee's employment.

3. **Noncompetition**. Employee agrees that employee shall not, during Employee's employment with Employer and for a period of twenty-four (24) months following the termination of said employment, directly or indirectly, as an owner (disclosed, beneficial or otherwise), partner, shareholder, franchisor, franchisee, affiliate, proprietor, agent, director, officer, employee, independent contractor, consultant, or in any other capacity, on Employee's own behalf or on behalf of any other person or entity other than the Employer:

(a) Have any financial or other interest, direct or indirect (e.g., through a spouse, child, business partner or business entity) in any Competitive Business within the Territory, or in any entity which has granted or is granting franchises or licenses to others to operate a Competitive Business within the Territory;

(b) Engage in a Competitive Business within the Territory;

(c) Perform any services for any individual or entity engaging in a Competitive Business within the Territory; and/or

(d) Solicit, divert or take away any business, or any current or prospective customer, referral source, client, vendor, supplier, franchisee or contractor, of the Employer or any of its subsidiaries, affiliates or franchisees, or interfere with the relationship between the Employer or any of its subsidiaries, affiliates or franchisees and any such person or entity, or cause any such person or entity to stop doing business with or to reduce the extent of its business with the Employer or any of its subsidiaries, affiliates or franchisees.

(e) Employee will not, directly or indirectly, recruit, train, supervise, encourage or assist others to engage in any of the activities proscribed in this Paragraph 3.

(f) For purposes of this Paragraph 3, a "current" customer, referral source, client, vendor, supplier, franchisee or contractor means one which has provided goods or services to, or acquired goods or services from, the Employer or any of its subsidiaries, affiliates or franchisees, within the two years preceding either the termination of Employee's employment with Employer or Employee engaging in any conduct prohibited by this Agreement. For purposes of this Paragraph 3, a "prospective" customer, referral source, client, vendor, supplier, franchisee or contractor means any specific person or entity the Employer or any or its subsidiaries, affiliates or franchisees has contacted, or attempted to contact, for the purpose of engaging in any transfer of goods or services within the two years preceding either the termination of Employee's employment with Employer, or Employee engaging in any conduct prohibited by this Agreement, and also includes any specific person or entity as to which, during said time period, the Employer or any of its subsidiaries, affiliates or franchisees has engaged in any evaluation, planning or other activities relating to the possibility of establishing a business relationship.

(g) The time periods of the restrictions in this Paragraph 3 will be automatically extended by any length of time during which Employee is in breach of any provision of this Agreement.

4. **Protection of Business Interests**. Employee agrees that the restrictions in Paragraph 3 of this Agreement are reasonable and necessary for the protection of the legitimate business interests of both Employer and Franchisor, and that the restrictions will not unduly interfere with Employee's opportunity for gainful employment.

5. **Survival**. The covenants in this Agreement are independent covenants, separate and apart from any other agreements, covenants or obligations between the Parties. The breach of any agreements, covenants or obligations not contained in this Agreement shall not be a defense to enforcement of this Agreement. The provisions of this Agreement survive any termination of the employment relationship between Employee and Employer. Further, all of the restrictive covenants contained in this Agreement remain effective regardless of whether Employee's employment is terminated voluntarily or involuntarily, or with or without cause.

6. **Remedies**. Employee agrees that in the event of an actual or threatened breach of the provisions of this Agreement, Employer or Franchisor or both Employer and Franchisor shall be entitled to:

(a) An ex parte, preliminary, and/or permanent injunction restraining Employee from using or disclosing, in whole or in part, the Confidential Information, from rendering any services to any person, firm, corporation, association or other entity to whom said Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, and/or restraining Employee from violating the provisions of this Agreement, without the requirement for the posting of a bond (except where the posting of a bond a non-waivable requirement of applicable law);

(b) Damages; and

(c) Any other legal or equitable remedies available to it.

In addition to the remedies described above, during any period of time in which Employee is in breach of this Agreement, the Employer will not be required to pay any compensation to Employee except the minimum amount required to be paid under the Fair Labor Standards Act and any other applicable statute or regulation.

The remedies available under this Agreement are in addition to, and not in lieu of, any remedies that may be available under the Confidentiality Agreement.

7. **Expenses**. In the event that Employer or Franchisor initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all expenses (including discovery and other court costs and attorneys' fees) incurred in connection with those proceedings and any appeal from those proceedings.

8. **Waiver of Terms**. No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by an authorized representative of Employer.

9. **Choice of Law**. This Agreement is governed by the laws of the state in which the Employer's Restaurant is located.

10. **Waiver of Jury Trial**. Employee waives any right he or she may have to a trial by jury of any dispute arising under this Agreement.

11. **Assignment**. This Agreement survives any change in the Employer's or Franchisor's ownership, any merger or consolidation and any sale of substantially all of the Employer's or Franchisor's assets. Employee consents to enforcement of this Agreement by any of the Employer's or Franchisor's successors, transferees or assignees. Employee may not assign any of Employee's rights or delegate any of Employee's responsibilities hereunder.

12. **Savings Clause**. If any of the provisions of this Agreement are determined to be in violation of any law, rule or regulation, or are otherwise ruled to be unenforceable, such determination shall not affect any other clauses of this Agreement, but such other provisions shall remain in full force and effect. If any provision of this Agreement is found to be unenforceable because overly broad, the Parties agree that said provision shall be enforced to the fullest extent permitted by law.

13. **Sufficiency of Consideration**. Employee understands that there is overlap between the consideration given to Employee for this Agreement and the consideration given to Employee for the Confidentiality Agreement and confirms and agrees that the consideration provided by the Employer, the receipt of which Employee hereby acknowledges, is adequate and sufficient consideration to bind Employee to both agreements.

14. **At Will Employment**. This Agreement shall not create any right to continued employment with the Employer or any of its subsidiaries, affiliates or franchisees, nor as limiting the right of the Employer, its subsidiaries, affiliates and/or franchisees to terminate Employee's employment. Employee's employment is at will and may be terminated with or without cause and with or without prior notice. Furthermore, Employee understands and agrees that Franchisor is not his or her employer for any purposes whatsoever, and that Employer is solely responsible for the terms, conditions and compensation of his or her employment.

15. **Complete Agreement**. This Agreement and the Confidentiality Agreement contain the complete agreement between the Employer and Employee concerning the matters covered herein and supersede any prior agreement, representation or understanding, oral or written, between them concerning those matters.

16. **Third Party Beneficiary**. Employee and Employer intend that Franchisor shall be a third-party beneficiary of this Agreement, shall have all of the same rights of enforcement under this Agreement as Employer, and shall be entitled to all of the remedies provided by this Agreement to the same extent and under the same circumstances as Employer. Employee irrevocably consents to: (a) enforcement of this Agreement by Franchisor; and (b) the jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida if the Franchisor enforces this Agreement.

Intending to be bound, Employer and Employee sign below:

[ENTER NAME OF FRANCHISEE]:

THE "EMPLOYEE":

Signature:_____
Name:_____
Title: _____
Date:_____

Signature: _____
Full Name:_____
Title:_____
Date: _____

EXHIBIT "H-2"
TO THE DISCLOSURE DOCUMENT

FORM OF

CONFIDENTIALITY, NON-SOLICITATION AND

ASSIGNMENT OF INVENTIONS AGREEMENT

CONFIDENTIALITY, NON-SOLICITATION AND ASSIGNMENT OF INVENTIONS AGREEMENT

This Confidentiality, Non-solicitation and Assignment of Inventions Agreement (the "**Agreement"**) is entered into by and between: ***[ENTER NAME OF FRANCHISEE]*** **(**"**Employer**") and **_____ __ _____** ("**Employee**"), and is effective as of _____ ___, 20___ (the "**Effective Date**").

Employer is a franchisee operating a MELTING POT® Restaurant (the "**Restaurant**") under a Franchise Agreement (the "**Franchise Agreement**") with The Melting Pot Restaurants, Inc. (the "**Franchisor**").

In consideration of the employment or continued employment of Employee by Employer and other good and valuable consideration, the receipt and sufficiency of which Employee hereby acknowledges, Employer and Employee (collectively the "**Parties**") agree that:

1. **Confidential Information and other Business Interests**.

(a) Franchisor has developed and is continuing to develop confidential and proprietary business information, including, but not limited to: recipes; product specifications; other standards and characteristics of products and services provided; product analysis and research; other specifications; formats, methods, procedures and plans relating to products and services; operating techniques; the Restaurant's computer systems, intranet, databases and other information; selection, testing, training, skills and abilities of employees and other personnel; manner of operations; acquisition strategies; contracts; sales, costs, pricing, profit margins and other financial information; customer preferences; market research, analyses and data; self-analyses and analyses of competitors; business and marketing plans and strategies; technology; know-how; specialized training; testing methods; restaurant and business operating techniques; criteria and methods for obtaining licensing and meeting regulatory requirements; design and construction of restaurants; knowledge of and experience in the operating and franchising of restaurants in the Restaurant's particular market segment; other confidential information about the owners, employees, vendors, customers and others with whom the Franchisor and Employer has business relationships; Inventions as defined by Paragraph 6 of this Agreement; trade practices; trade secrets; and any other information that is marked confidential or identified as confidential by separate memorandum, email or other communication (all of the above referred to collectively as the "**Confidential Information**"). The Franchisor has granted the Employer access to the Confidential Information and the Employer is obligated to ensure that its employees with access to it also maintain its confidentiality.

(b) The Confidential Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons and entities that can obtain economic value from its disclosure or use;

(c) Some or all of the Confidential Information constitutes "**trade secrets**" as defined in FLA. STAT. § 688.002(4) and similar statutes of other states, and is valuable confidential business information;

(d) The Employer has developed substantial relationships with specific prospective and existing customers, vendors, contractors, employees, subsidiaries, affiliates and business partners based on the goodwill associated with the Franchisor and its trademarks;

(e) The Employee's job duties include developing and maintaining substantial relationships with specific prospective and existing customers, vendors, contractors, employees, subsidiaries, affiliates and/or business partners;

(f) The Franchisor has developed substantial goodwill associated with the operation of restaurants (like the Restaurant) operating under its trademarks;

(g) The Franchisor or Employer has provided, or will provide, the Employee with extraordinary and specialized training, which training is unique or highly uncommon;

(h) The Franchisor has invested considerable time, funds and resources in creating, developing and maintaining the Confidential Information, its relationships and its good will, and in training; and

(i) Each of the foregoing is a legitimate business interest of both Employer and Franchisor.

(j) Subparagraph 1(g) is intended only to identify one of the Franchisor's or Employer's legitimate protectable business interests, and is not intended to, and does not, create any obligation on the part of the Franchisor or Employer to provide training to Employee or any right of the Employee to receive such training.

2. **Restrictive Covenants**. Employee further agrees that:

(a) Employee will not, during or after Employee's employment with Employer, use or disclose the Confidential Information or any part thereof, except for the benefit of the Franchisor or Employer and in connection with the performance of services rendered to the Franchisor or Employer, or make any unauthorized copies (including but not limited to electronic copies) of any Confidential Information;

(b) Employee will comply with all procedures prescribed by the Employer to prevent unauthorized use or disclosure of Confidential Information;

(c) Employee will not, during Employee's employment with Employer and for a period of twenty-four (24) months following the termination of said employment, recruit or solicit for employment by anyone other than the Employer, or hire, employ or engage the services of, any current employee or independent contractor of the Franchisor or Employer or any of its subsidiaries, affiliates or franchisees, or solicit any such employee or independent contractor to leave employment with or to sever his, her or its relationship with the Employer or any of its subsidiaries, affiliates or franchisees; and

(d) Employee will not, directly or indirectly, recruit, train, supervise, encourage or assist others to engage in any of the activities proscribed in this Paragraph 2.

(e) During the course of Employee's employment with Employer and for a period of twenty-four (24) months thereafter, Employee shall inform any actual or prospective employer of the existence of this Agreement and the fact that it contains the restrictive covenants set forth above and below, and shall take all reasonable steps necessary to furnish any such actual or prospective employer with a copy of this Agreement.

(f) For purposes of this Paragraph 2, a "**current**" employee or independent contractor is an employee or independent contractor who or which has provided goods or services to the

Employer or Franchisor or any of its subsidiaries, affiliates or franchisees, within the two years preceding either the termination of Employee's employment with Employer or Employee engaging in any conduct prohibited by this Agreement. For purposes of this Paragraph 2, a "**prospective**" employee or independent contractor includes any person or entity the Employer or any of its subsidiaries, affiliates or franchisees has contacted, or attempted to contact, for the purpose of engaging his, her or its services, within the two years preceding either the termination of Employee's employment with Employer, or Employee engaging in any conduct prohibited by this Agreement, and also includes any person or entity as to which, during said time period, the Employer or any of its subsidiaries, affiliates or franchisees has engaged in any evaluation, planning or other activities relating to the possibility of establishing a business relationship.

(g) The time periods of the restrictions in this Paragraph 2 will be automatically extended by any length of time during which Employee is in breach of any provision of this Agreement.

3. **Protection of Business Interests**. Employee agrees that the restrictions in Paragraph 2 of this Agreement are reasonable and necessary for the protection of the legitimate business interests of both Employer and Franchisor, and that the restrictions will not unduly interfere with Employee's opportunity for gainful employment.

4. **Documents and Other Property**. All written documents, electronically stored documents, lists, computer programs, computer software, computer hardware, other media for storing electronic information, keys, equipment, Confidential Information, other documents relating to the business of the Employer or Franchisor, and all other things, tangible and intangible, prepared or obtained by Employee or that come into Employee's possession during employment with Employer, which relate to the business of the Employer or Franchisor, shall be the sole and exclusive property of the Employer or Franchisor and Employee shall, at the end of Employee's employment with Employer, or at any time upon request of the Employer or Franchisor, promptly deliver all such materials to the Employer or Franchisor. In addition, upon termination of Employee's employment, regardless of whether the termination is voluntary or involuntary or with or without cause, Employee shall promptly return to the Employer or Franchisor any and all materials, equipment and property furnished to Employee, including all copies of such materials.

5. **Works Made for Hire.** Any work that Employee creates or helps create at the request of the Employer, including software, user manuals, training materials, sales materials, recipes and other written and visual works, are works for hire in which Employer and/or its Franchisor owns the copyright. Employee may not reproduce or publish these works, except on behalf of the Employer in the pursuit of Employee's employment duties.

6. **Inventions**. Every improvement, product, recipe, process, apparatus, method, design or work made for hire (collectively the "**Inventions**") that Employee may at any time make, devise, or conceive, individually or jointly with others, during the period of Employee's employment with Employer, whether during business hours or otherwise, that relate in any manner to the business of the Employer, or that may be useful to the Employer in connection with the Employer's business, shall (solely as between the Employer and the Employee) be the exclusive property of the Employer. Employee will make full and prompt disclosure to the Employer of every such Invention. Employer shall have the sole and exclusive right to patent or copyright all Inventions, and Employee shall take whatever lawful steps the Employer may request to assist it in obtaining patents and/or copyrights covering the Inventions, without charge to the Employer or any of its subsidiaries, affiliates or franchisees. Nothing in Paragraphs 5 and 6 limits or effects the Employer's obligations to the Franchisor under the Franchise

Agreement relating to such Inventions, which will constitute Improvements to be the property of the Franchisor. If there are any Inventions that Employee owned or developed before becoming employed by the Employer and to which Employee claims ownership, Employee has listed them here: _____
_____.

7. **Prior Employers and Agreements**. Employee represents and warrants that Employee is not in possession or control of any trade secrets or confidential and proprietary information belonging to any of Employee's previous employers or business associates, and that neither employment by Employer nor the terms of this Agreement will cause Employee to breach any agreement with, or obligation owed to, a third party. Employee agrees that Employee will not disclose to the Employer, or use in the course of employment with Employer, any trade secrets or confidential and proprietary information belonging to any of Employee's previous employers and business associates. Employee has provided the Employer with copies of all agreements under which Employee has agreed to any restrictions on employment, on use or disclosure of confidential information or trade secrets, or on solicitation. Employee shall hold harmless and indemnify the Employer and Franchisor from and against any claim, demand, or loss asserted by any third party resulting from any breach by Employee of any agreement or obligation owed by Employee to any such third party, including any attorneys' fees and costs incurred by the Employer in connection with any such claim.

8. **Survival**. The covenants in this Agreement are independent covenants, separate and apart from any other agreements, covenants or obligations between the Parties. The breach of any agreements, covenants or obligations not contained in this Agreement shall not be a defense to enforcement of this Agreement. The provisions of this Agreement survive any termination of the employment relationship between Employee and Employer. Further, all of the restrictive covenants contained in this Agreement remain effective regardless of whether Employee's employment is terminated voluntarily or involuntarily, or with or without cause.

9. **Other Breach**. If the Employee becomes aware, during Employee's employment with Employer, of facts or circumstances which suggest that another existing or former employee or independent contractor of the Employer, or other person or entity, has used or disclosed or is using or disclosing Confidential Information, or has violated or is violating the terms of any agreement with the Employer, Employee shall immediately notify the Chief Executive Officer or the Employer and the Franchisor's Vice President of People (or their successors) in writing of such facts and circumstances.

10. **Remedies**. Employee agrees that in the event of an actual or threatened breach of the provisions of this Agreement, Employer or Franchisor or both Employer and Franchisor shall be entitled to:

(a) An ex parte, preliminary, and/or permanent injunction restraining Employee from using or disclosing, in whole or in part, the Confidential Information, from rendering any services to any person, firm, corporation, association or other entity to whom said Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed, and/or restraining Employee from violating the provisions of this Agreement, without the requirement for the posting of a bond (except where the posting of a bond is a non-waivable requirement of applicable law);

(b) Damages; and

(c) Any other legal or equitable remedies available to it.

In addition to the remedies described above, during any period of time in which Employee is in breach of this Agreement, Employer will not be required to pay any compensation to Employee except the minimum amount required to be paid under the Fair Labor Standards Act and any other applicable statute or regulation.

Further, if Employee violates subparagraph 2(c) of this Agreement, or recruits, trains, supervises, encourages or assists another person or entity in engaging in activities proscribed by subparagraph 2(c) of this Agreement, then, in addition to the remedies described above, Employee must immediately pay to the Employer an amount equal to ½ of the total annualized cash compensation the Employer was paying to Employee during the most recent year of Employee's employment, as liquidated damages. The liquidated damage amount is intended to compensate the Employer for recruiting, training and replacement costs. Employee agrees that it would be difficult to determine and prove the amount of actual damages resulting from a violation of subparagraph 2(c), and that the liquidated damages amount is reasonable.

11. **Expenses**. In the event that Employer or Franchisor initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all expenses (including discovery and other court costs and attorneys' fees) incurred in connection with those proceedings and any appeal from those proceedings.

12. **Waiver of Terms**. No waiver or modification of any provision of this Agreement will be valid unless in writing and signed by an authorized representative of Employer.

13. **Choice of Law**. This Agreement is governed by the laws of the state in which the Employer's Restaurant is located.

14. **Waiver of Jury Trial**. Employee waives any right he or she may have to a trial by jury of any dispute arising under this Agreement.

15. **Assignment**. This Agreement survives any change in the Employer's or Franchisor's ownership, any merger or consolidation and any sale of substantially of the Employer's or Franchisor's assets. Employee consents to enforcement of this Agreement by any of the Employer's or Franchisor's successors, transferees or assignees. Employee may not assign any of Employee's rights or delegate any of Employee's responsibilities hereunder.

16. **Savings Clause**. If any of the provisions of this Agreement are determined to be in violation of any law, rule or regulation, or are otherwise ruled to be unenforceable, such determination shall not affect any other clauses of this Agreement, but such other provisions shall remain in full force and effect. If any provision of this Agreement is found to be unenforceable because overly broad, the Parties agree that said provision shall be enforced to the fullest extent permitted by law.

17. **At Will Employment**. This Agreement shall not create any right to continued employment with the Employer or any of its subsidiaries, affiliates or franchisees, nor as limiting the right of the Employer, its subsidiaries, affiliates and/or franchisees to terminate Employee's employment. Employee's employment is at will and may be terminated with or without cause and with or without prior notice. Furthermore, Employee understands and agrees that Franchisor is not his or her employer for any purposes whatsoever, and that Employer is solely responsible for the terms, conditions and compensation of his or her employment.

18. **Complete Agreement**. This Agreement (and, if applicable, the separate Noncompetition Agreement between Employee and the Employer) contains the complete agreement between the

Employer and Employee concerning the matters covered herein and supersedes any prior agreement, representation or understanding, oral or written, between them concerning those matters.

19. **Third Party Beneficiary**. Employee and Employer intend that Franchisor shall be a third-party beneficiary of this Agreement, shall have all of the same rights of enforcement under this Agreement as Employer, and shall be entitled to all of the remedies provided by this Agreement to the same extent and under the same circumstances as Employer. Employee irrevocably consents to: (a) enforcement of this Agreement by Franchisor; and (b) the jurisdiction and venue of the federal and state courts located in Hillsborough County, Florida if the Franchisor enforces this Agreement.

Intending to be bound, Employer and Employee sign below:

***[ENTER NAME OF FRANCHISEE]*:**	**THE "EMPLOYEE"**:
Signature:_____	Signature: _____
Name:_____	Full Name:_____
Title: _____	Title:_____
Date:_____	Date: _____

EXHIBIT "I"
TO THE DISCLOSURE DOCUMENT

FORM OF SAMPLE ARTICLES OF INCORPORATION OF

FONDUE DINING MARKETING COOPERATIVE, INC.

ARTICLES OF INCORPORATION
OF
***[Name of Area]* FONDUE DINING MARKETING COOPERATIVE, INC.**

The undersigned, acting as the incorporator(s), adopts these Articles of Incorporation and forms a not for profit corporation (the "**Corporation**") under the *[State of Incorporation]* Not for Profit Corporation Act (the "**Act**"), as follows:

I.
Name

The name of the Corporation is *[Name of Area*] Fondue Dining Marketing Cooperative, Inc.

II.
Term of Existence

The Corporation's existence commences on the date of the filing of these Articles of Incorporation with the Secretary of State of the State of _____. The Corporation will have perpetual existence thereafter.

III.
Purposes

The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing cooperative fund of MELTING POT® Restaurants within the geographic area assigned by The Melting Pot Restaurants, Inc. or its successor (the "**Franchisor**") (the "**Fund**"); (b) utilize contributions made to the Fund (the "**Contributions**") for its members; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

IV.
Membership

There are only 2 classes of members of the Corporation, voting members and non-voting members.

(a) **Voting Members**: The voting members will consist of all of the owners of franchised MELTING POT® Restaurants located in the cooperative area (the "**Cooperative Area**"), as the Cooperative Area may be modified from time to time in accordance with the Bylaws, who have entered into franchise agreements with the Franchisor and continue to be a party to them. A member will hold one membership for every operating MELTING POT® Restaurant in good standing within the Cooperative Area and will have the voting rights, as well as the obligation for assessments and contributions, for each associated membership. Otherwise, the qualifications, rights and activities of voting members will be as provided in the Bylaws.

(b) **Non-Voting Members**: The Franchisor will always constitute a member of the Corporation, but will not have voting rights by virtue of this status. However, to the extent the Franchisor owns MELTING POT® Restaurants within the Cooperative Area, it will constitute a voting member to the same extent as any other members that are franchisees. Thus, if the Franchisor owns 2 MELTING POT® Restaurants within the Cooperative Area, then it will have 2 voting memberships, in addition to its non-voting membership. As a non-voting member, the Franchisor will not be required to make any Contributions to the Corporation. This section can only be changed with the written consent of the Franchisor.

V.
Limitation on Activities

No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except: (a) that the member at the time of dissolution or final liquidation will be entitled to share in the distribution of any of the remaining corporate assets; and (b) to the extent that the member (or its affiliates) own or operated restaurants as part of the MELTING POT® franchise system. Nothing in these Articles restricts the Corporation from reimbursing the member for funds furnished or loaned or for services performed.

VI.
Dissolution

Upon dissolution of this Corporation, or the final liquidation of its assets, whether voluntary or involuntary or by operation of law, except as and to the extent otherwise provided or required by law, the net assets remaining may be distributed only in accordance with the rules governing the Fund; provided, however, that nothing contained in this Article will be construed to prevent a distribution from the net assets of the Corporation to another distributee, otherwise properly made in accordance with the provisions of these Articles and the purposes herein stated, solely by reason of the fact that one or more of the members, officers or directors of the Corporation may be connected or associated with the distributee as a shareholder, member, trustee, director, officer or in any other capacity.

VII.
Principal Office

The principal office and mailing address of the Corporation is _____
_____
_____
_____.

IX.
Directors

The Corporation will have ___ directors initially. Each voting member will also be a director, or if the member is not an individual, then such member's principal owner, president or chief executive officer will be a director. The names and addresses of the initial directors of the Corporation, who will serve until their successor(s) are duly elected and qualified, are:

Name	**Address**
_____	_____ _____ _____
_____	_____ _____ _____
_____	_____ _____ _____

X.
Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is c/o _____ _____ and the name of its initial registered agent at such address is _____ _____ _____ _____ _____.

XI.
Incorporator

The name and address of the incorporator signing these Articles of Incorporation are:

Name	**Address**
_____	_____
	_____
	_____

XII.
Bylaws

The power to adopt, alter, amend or repeal Bylaws will be vested in the Corporation's Board of Directors. However, the Bylaws and any amendments, modifications or restatement of them will not be valid unless previously approved by the Franchisor.

XIII.
Indemnification

The Corporation will indemnify any member, director or officer or any former member, director or officer, to the fullest extent permitted by law.

XIV.
Amendment

These Articles of Incorporation may be amended in the manner provided by law, except that no amendment may be made to these Articles of Incorporation: (a) that will eliminate the right of the Franchisor to be a non-voting member; (b) require the Franchisor to pay contributions by virtue of such non-voting membership; (c) limit the Franchisor's rights otherwise than in accordance with Article IV; or (d) without the Franchisor's written consent.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on _____, 20___.

_____
_____, Incorporator

EXHIBIT "J"
TO THE DISCLOSURE DOCUMENT

FORM OF SAMPLE BYLAWS OF

FONDUE DINING MARKETING COOPERATIVE, INC.

BYLAWS

OF

***[NAME OF AREA]* FONDUE DINING MARKETING COOPERATIVE, INC.**

Adopted as of _____, 20__

BYLAWS OF
***[NAME OF AREA]* FONDUE DINING MARKETING CORPORATION, INC.**

ARTICLE 1
Offices

Section 1.1 Registered and Principal Office. The initial registered office of ***[Name of Area]* Fondue Dining Marketing Corporation, Inc.** (the "**Corporation**") will be located at _____ _____. The initial principal office of the Corporation will be located at _____.

Section 1.2 Other Offices. The Corporation may have offices at such other place or places within or without the State of _____ as the Board of Directors may from time to time establish.

Section 1.3 Registered Agent for Service of Process. The Corporation's Board of Directors will have the right to designate a registered agent for service of process, who may be an individual or a corporation. The registered agent so designated will serve until a successor is elected by the Board of Directors.

ARTICLE 2
Powers and Purposes

Section 2.1 Powers. The Corporation will have all of the powers accorded not for profit corporations under the _____ Not For Profit Corporation Act (the "**Act**"). The Corporation will utilize such powers to engage in any lawful activity which is consistent with its purposes as set forth in the Articles of Incorporation.

Section 2.2 Purposes. The purposes for which the Corporation is formed are to: (a) establish, maintain, administer and operate the promotional and marketing cooperative fund of Melting Pot® Restaurants within the geographic area assigned by The Melting Pot Restaurants, Inc. or its successor (the "**Franchisor**") (the "**Fund**"); (b) utilize contributions made to the Fund (the "**Contributions**") for its members; and (c) accomplish all purposes associated with furthering the objectives of the Corporation and enhancing and collecting contributions.

Section 2.3 Not for Profit Status. The Corporation is not organized, nor will it be operated, for profit. No part of the net earnings of the Corporation will inure to the benefit of, or be distributable to, any member, Director or officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), except that the existing member at the time of dissolution or final liquidation will be entitled to share in the distribution of any remaining corporate assets.

Section 2.4 Use of Trademarks. The Corporation recognizes that its activities will necessarily involve the trademarks, service marks, logos, designs (the "**Marks**") of the Franchisor. Recognizing the Franchisor's interest in its Marks and all advertising and promotional materials and the fact that all franchisee advertising and marketing materials must be approved by the Franchisor prior to use, the Corporation agrees that it will only create, produce or place any graphic material, verbal messages, advertising or promotional materials that have been preapproved by the Franchisor and otherwise comply with the franchise agreements for theMelting Pot® Restaurants system in effect from time to time, or that would be inconsistent with, disparaging of or detrimental to the goodwill associated with theMelting Pot® Restaurants trade name, the Marks and the image of the chain.

ARTICLE 3
Members

Section 3.1 Members. There are only 2 classes of members of the Corporation, voting members and non-voting members:

A. Voting Members: The voting members will consist of all of the owners of franchised theMelting Pot Restaurants located in the area (the "**Cooperative Area**"), as the Cooperative Area may be modified from time to time in accordance with these Bylaws, who have entered into franchise agreements with the Franchisor and continue to be a party to them. A member will hold one membership for every theMelting Pot Restaurant in good standing within the Cooperative Area and will have the voting rights, as well as the obligation for assessments and contributions, for each associated membership. Otherwise, the qualifications, rights and activities of voting members will be as provided in these Bylaws.

B. Non-Voting Members: The Franchisor will always constitute a member of the Corporation, but will not have voting rights by virtue of this status; except that in this status it will have the right to vote as a member to resolve a tie. However, to the extent the Franchisor owns Melting Pot Restaurants within the Cooperative Area, it will constitute a voting member to the same extent as any other members that are franchisees. Thus, if the Franchisor owns 2 Melting Pot Restaurants within the Cooperative Area, then it will have 2 voting memberships, in addition to its non-voting membership. As a non-voting member, the Franchisor will not be required to make any Contributions to the Corporation. This section can only be changed with the written consent of the Franchisor.

Any franchisee who ceases to be bound under a franchise agreement with the Franchisor either due to its expiration or termination, will automatically cease to be a member of the Corporation, but will remain liable to the Corporation for any unpaid contributions or other amounts payable to the Corporation at the time membership ceases. Likewise, to the extent the Franchisor has operated Melting Pot Restaurants and has been a voting member, if it ceases to operate any such Restaurant, then its voting membership with respect to such Restaurant will automatically cease. Any directors serving on behalf of such former franchisee or former voting member will also be automatically and immediately removed from office.

Section 3.2 Enrollment. Notwithstanding any of the foregoing, no Member will be enrolled as a Member of the Corporation and will not have any rights as a Member unless and until it has signed a participation agreement with the Corporation.

Section 3.3 Entity Membership. For all membership purposes, any business entity (corporation, partnership, limited liability company, etc.) and its owners are deemed a single Member.

Section 3.4 Members in Good Standing. A Member will be in good standing as long as it is not delinquent for a period in excess of 30 days in the payment of any contribution or other monetary obligation to the Corporation. Loss of membership and good standing (delinquency in paying contributions), will not relieve the Member of the obligation to make contributions to the fund when due.

Section 3.5 Delinquent Members

A. Any Member who is delinquent in paying contributions will be considered a Delinquent Member.

B. The voting rights and other membership privileges of a Delinquent Member will be suspended as long as the Member remains a Delinquent Member. In order to retain good standing status, a Delinquent Member must pay all amounts due the Corporation.

Section 3.6 Voting. Each Member of the Corporation has one vote on any matter on which Members are granted a voting privilege under the Articles of Incorporation, these Bylaws or any applicable State Statute. There is no cumulative voting for Directors or on any other matter.

Section 3.7 Annual Meeting of the Members. The annual meeting of the Members for the transaction of such other business as may properly come before the meeting will be held at such time and place as the Board of Directors may determine, provided that the Board of Directors may by resolution and for convenience designate any meeting of the Members, or any action taken by the Members without a meeting pursuant to and as permitted by the Act, as the annual meeting of the Members in lieu of the annual meeting as provided for by these Bylaws.

At each annual meeting of the Members, in addition to any other business to be considered, must fix the number of and elect the Directors who will serve until their successors are elected and qualified; provided, however, that the Members, during an annual meeting or during a special meeting called for such purpose, may increase or reduce the number of Directors, as well as add or remove, with or without cause, Directors.

The notice of the annual meeting of Members, except as otherwise required by law, the Articles of Incorporation or these Bylaws, need not state the matters to be considered at such meeting.

Section 3.8 Special Meetings. Special meetings of the Member, for any purpose or purposes, unless otherwise prescribed by the laws of the State of _____, or by the Articles of Incorporation, may be called on the written request of (i) the Franchisor, or (ii) a majority of the Board of Directors, or (iii) Members constituting ¼ of the Members in good standing. A special meeting of the Members may also be called by 1/10 of the Members of record of the Corporation entitled to vote, provided that the holders of not less than 10% of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date, and deliver to the Board of Directors one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Requests for a special meeting must state the purpose or purposes of the proposed meeting. The notice of any special meeting of the Members, except one specified as the annual meeting, must state the purpose or purposes for which the meeting is called. The special meeting will be devoted exclusively to the purposes described in the notice and no other business or issues will be conducted or addressed.

Section 3.9 Place of Meeting. All meetings of the Members will be at such places as will be determined from time to time by the Board of Directors of the Corporation.

Section 3.10 Notice of Meetings. Written notice of each meeting of the Members stating the place, day and hour thereof, must be delivered to each Member of record entitled to vote at such meeting and to the Franchisor, personally or by telephone, telegram, cablegram, first class mail, confirmed facsimile transmission or any other means of personal delivery providing evidence of actual delivery; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the Members at the Members' address, as they appear in the records of the Corporation, with postage thereon prepaid. Notice must be given by or under the direction of the Franchisor, the Secretary, or the officer or persons calling the meeting not more than 60 nor less than 10 days before the date of the meeting; provided that oral notice to the Member may be given in lieu of written notice so long as the party giving the notice to the Member files with the Corporation a written statement of the date, time, place and manner of the oral notice. No notice need be given of the time and place of reconvening of any adjourned meeting, if the time and place to which the meeting is adjourned are announced at the adjourned meeting.

Section 3.11 Waiver of Notice. A written waiver of notice signed by any Member, whether before or after any meeting, shall be equivalent to the giving of timely notice to said Member. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened,

except when a Member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Member need be specified in any written waiver of notice.

Section 3.12 Closure of Books and Fixing of Record Date. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, the Board of Directors may provide that the books will be closed for a period of not less than 3 and not more than 30 days immediately preceding such meeting. If the books are not closed and no record date is fixed by the Board of Directors, the date on which notice of the meeting is mailed will be the record date for the determination of Members entitled to notice and to vote.

Section 3.13 Quorum. Except as otherwise required by the Act, the Articles of Incorporation or these Bylaws, the presence, in person or by duly appointed proxy, of Members holding a majority of the votes will constitute a quorum at all meetings of the Members. In case a quorum is not present at any meeting, a majority of the Members present in person or by duly appointed proxy, will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time and place to which the meeting is adjourned, until a quorum is present. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those Members entitled to vote at the meeting as originally noticed will be entitled to vote at any adjournment or adjournments thereof.

Section 3.14 Voting. Every Member will be entitled at each Members' meeting and upon each matter presented at such meeting, in person or by duly appointed proxy, to one vote. The list of Members must be produced at any Member=s meeting upon the request of any Member. Upon the demand of any Member, the vote upon any question before the meeting must be by written ballot. Except as otherwise provided by these Bylaws, by the Act, or by the Articles of Incorporation, all matters will be decided by a majority of the votes cast on such matters. Delinquent Members and the Franchisor will not be entitled to vote at membership meetings. Any dispute regarding the good standing of a Member and its right to vote at a membership meeting will be determined conclusively by the Chairman of the meeting, which will be final and binding.

Section 3.15 Proxies. Every Member entitled to vote at any meeting of Members may, by an appointment form (or "proxy") executed in writing by himself or his attorney in fact, authorize another person or persons to act for him by proxy, and to vote at any such meeting or adjournment thereof. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, is a sufficient appointment form. In the event that any instrument will designate two or more persons to act as proxy, a majority of such persons present at the meeting, or, if only one be present, that one will have all the powers conferred by the instrument upon all the persons so designated unless the instrument will otherwise provide; but if the proxy holders present at the meeting are equally divided as to the right and manner of voting in any particular case, the voting will be prorated. Said instrument appointing a proxy must be filed with the Secretary of the Corporation before or at the meeting at which the proxy is to exercise his authorization. No proxy will be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy, provided that revocation of an instrument appointing a proxy may be accomplished at any time by any one of the following methods:

A. personal attendance by the Member at a meeting for which said Member previously executed an instrument appointing a proxy;

B. filing with the Secretary of the Corporation an instrument specifically revoking the prior appointment; or

C. filing with the Secretary of the Corporation a duly executed instrument appointing a proxy different from a proxy appointed in a previously executed and otherwise effective instrument.

Section 3.16 Action Without Meeting. Any action of the Members of the Corporation may be taken without a meeting, without prior notice and without a vote, if one or more consents in writing, setting forth the action so taken, are signed by the Members having not less than 2/3 of the votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Such consents must be delivered to the Corporation in the manner required by the Act. Neither the Articles of Incorporation nor these Bylaws will be construed, interpreted or deemed to have, in any way, limited or prevented the utilization of the ability to take written action in lieu of formal meetings as may be permitted by the Act.

Section 3.17 Organization. Meetings of the Members must be presided over by the President, or if he is not present, by the Vice President, if a Vice President has been elected, or if neither the President nor the Vice President is present, then by a chairman to be chosen by a majority of the Members entitled to vote who are present in person at the meeting. The Secretary of the Corporation, or in his absence, the Assistant Secretary, will act as secretary of every meeting, but if neither is present, the Members entitled to vote who are present in person may choose any person present to act as secretary of the meeting. Copies of minutes of all meetings and of all written actions in lieu of meetings must be provided to the Franchisor.

At all meetings of the Members the order of business will be as follows:

(1) Calling meeting to order.
(2) Proof of notice of meeting and determination of quorum.
(3) Reading and disposing of minutes of previous meeting.
(4) Announcement of purposes for the meeting.
(5) Reports of officers.
(6) Reports of committees.
(7) Unfinished business.
(8) New business, including election of Directors if an annual meeting.
(9) Adjournment.

Section 3.18 Member Meetings by Telephone. Any Member may participate in a Members' meeting, or may conduct a Members' meeting through the use of, any means of communication enabling all persons participating in the meeting to hear each other at the same time during the meeting. Participation by such means will constitute presence in person at a meeting.

ARTICLE 4
Directors

Section 4.1 Number. Each voting member will either be a director or, if such member is not an individual, will have a representative as a director. The representative director will be the voting member's owner, president of chief executive officer.

Section 4.2 Qualification. Each director must be either a Member, or an owner, officer or director of a Member that is a business organization. However, any director serving on the Board of Directors will be automatically suspended at any time during which it or the business organization Member for which it is associated is not in good standing. In addition, directors will be automatically removed as directors if, at any time, the Member with which they are associated is expelled from membership or is no longer a franchisee of the Franchisor either because the franchise agreement has expired or it has been terminated or transferred. Nevertheless, the Franchisor will have the right to appoint a representative to serve on the Board of Directors who may not be removed by vote or consent of the Members or the other directors. However, the Franchisor's representative on the Board of Directors will not be able to vote on matters to be considered by the Board of Directors but will only have the right to attend and participate in meetings, but without voting rights.

Section 4.3 Terms. Directors will hold office until their respective successors are duly elected and qualified or until there is a decrease in the number of Directors.

Section 4.4 Resignation. Any director may resign at any time. Such resignation will be made in writing and will take effect upon its delivery to the President or the Board of Directors or its Chairman.

Section 4.5 Powers. The business of the Corporation will be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not prohibited by the Act, by the Articles of Incorporation or by these Bylaws.

Section 4.6 Meetings. The Board of Directors of the Corporation may hold meetings, whether annual or special, either within or without the State of _____.

The annual meeting of the Board of Directors for the purpose of electing officers and transacting such other business as may be brought before the meeting will be held at such time and place as the Board of Directors may determine. The Board of Directors may by resolution provide for the time and place of other regular meetings, and no notice of such regular meetings need be given.

All other meetings of the Board may be called on the written request of (i) the Franchisor, or (ii) any Director or (iii) 25% or more of Members in good standing, at such time and place as may be stated in such request.

Section 4.7 Notice of Special Meetings. Written notice of the place, day and hour of any special meeting of the Board of Directors must be given by or under direction of the Secretary, to each director at least 2 days before the meeting; provided, however, that oral notice may be given to directors in lieu of written notice so long as the party giving the notice to the directors files with the Corporation a written statement of the date, time, place and manner of the oral notices. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors, need be stated in the notice or waiver of notice of such meeting.

Section 4.8 Action Without a Meeting. Any action required to be taken, or which may be taken, at a meeting of the Board of Directors or a Committee thereof, may be taken without a meeting, if a consent in writing, setting forth the action so to be taken, is signed by all of the directors entitled to vote, or all of the members of the Committee who are entitled to vote, as the case may be. Such consent will have the same effect as a unanimous vote.

Section 4.9 Quorum and Voting. At all meetings of the Board, a majority of the directors then in office will constitute a quorum for the transaction of business. The act of a majority of directors present at a meeting where a quorum is present will be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time and place to place until a quorum will have been obtained.

Section 4.10 Organization. The President of the Corporation will act as Chairman and the Secretary will act as Secretary at all meetings of the Board.

Section 4.11 Committees.

A. **Executive Committee.**

1. *Creation*. The Board of Directors may, by resolution adopted by a majority of the full Board, designate two or more of their number to constitute an Executive Committee.

2. *Action and Powers*. In addition to the disabilities under the Act, and the other provisions of these Bylaws and the Articles of Incorporation regarding extraordinary voting requirements of the Board of Directors, the Executive Committee will not have the power to:

(a) amend the Articles of Incorporation;

(b) adopt a plan of merger, consolidation, recapitalization or other form of reorganization;

(c) sell, lease, exchange or otherwise dispose of all or substantially all of the property and assets of the Corporation; or

(d) adopt a plan of voluntary dissolution of the Corporation.

3. *Report of Executive Committee*. The Executive Committee will cause a report of its actions to be distributed to the remaining members of the Board of Directors within 7 days of taking such actions and will cause such report to be filed with the minutes of the proceedings of the Board of Directors.

B. Other Committees. The Board may from time to time appoint such other committees and delegate such duties and powers thereto as it may deem advisable, provided that no delegation of power to such other committees may include any of the powers excluded under this Article. Each committee must have 2 or more members who serve at the pleasure of the board of directors.

C. Committees Generally. Each committee must elect its own chairman (unless a chairman has been designated by the Board of Directors) and may hold regular meetings without notice. Special committee meetings may be called by the chairman of the committee or by the Board and notice of any special meeting must be given in the manner provided hereinabove for notice of special meetings of the Board of Directors. Quorum and voting requirements and the term, removal, and resignation bylaws applicable to the Board of Directors will apply to Committees. Each committee must keep regular minutes of its proceedings and report the same to the Board of Directors.

Section 4.12 Compensation. Directors must not receive any stated salary or compensation for their services as directors or as members of committees. The Board may authorize reimbursement of expenses advanced by any director or committee member. Nothing herein contained will be construed to preclude any director from serving the Corporation in any capacity as an officer, agent, or otherwise, but no compensation will be paid for such services.

Section 4.13 Attendance by Telephone. Any member or members of the Board of Directors or an Executive Committee or other committee will be deemed present and voting at a meeting of such Board or Committee if said member or members participate in the meeting by means of a conference telephone or other communications equipment enabling all persons participating in the meeting to hear each other at the same time. Participation by such means will constitute presence in person at a meeting.

ARTICLE 5
Officers

Section 5.1 Officers. The officers of this Corporation will consist of a President, a Secretary and a Treasurer, and may consist of such other officers, including but not limited to 1 or more Vice Presidents, Assistant Secretaries and Assistant Treasurers with such titles, powers and duties as may be prescribed from time to time by the Board of Directors. They will be elected by the Board of Directors at its annual meeting.

Section 5.2 Term of Office; Vacancies. Each officer must hold office for one year and until such officer's successor is duly elected and qualified. A vacancy in any office arising from any cause may be filled for the unexpired portion of the term by the Board of Directors.

Section 5.3 Removal of Officers. Any officer may be removed at any time with or without cause by action of the Board of Directors by the affirmative vote of a majority of the directors then in office. Election or appointment of an officer will not of itself create contract rights. This provision will not prevent the making of a contract of employment for a definite term with any officer and will have no effect upon any cause of action which any officer may have as a result of removal in breach of a contract of employment.

Section 5.4 Resignations. An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date of the pending vacancy.

Section 5.5 Compensation. No compensation will be paid to any officer of the Corporation, except the Board of Directors may determine reimbursement for expenses actually advanced.

Section 5.6 Refund of Payment. In the event that the Internal Revenue Service disallows, in whole or in part, the deduction by the Corporation as an ordinary and necessary business expense of any payment made to an officer of the Corporation, whether as salary, commission, bonus or other form of compensation or as interest, rent or reimbursement of expenses incurred by such officer, such officer must reimburse the Corporation to the full extent of such disallowance. The Board of Directors of the Corporation will have the duty to require each such officer to make such reimbursement, and it will be the legal duty of each such officer thus to reimburse the Corporation.

Section 5.7 Powers and Duties.

A. In General. The officers of the Corporation will have such powers and duties as generally pertain to their respective offices, including the powers and duties provided by these Bylaws, as well as such powers and duties as from time to time may be conferred by the Board of Directors.

B. President. The President will:

(1) preside at all meetings of the Board of Directors in the absence of the Chairman of the Board, if any;

(2) present at each annual meeting of the directors a report of the condition of the business of the Corporation;

(3) cause to be called regular and special meetings of the directors in accordance with these Bylaws;

(4) sign and make contracts and agreements in the name of the Corporation;

(5) see that the books, reports, statements and certificates required by statute are properly kept and filed according to law;

(6) sign notes, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn on behalf of the Corporation;

(7) to supervise all employees of the Corporation including the power to hire and fire such employees as he or she deems advisable; and

(8) have general charge of and control over the affairs of the Corporation and perform all the duties incident to such position and office, including the purchase by the Corporation of tangible or intangible assets, the enforcement of these Bylaws and all other things which the President is required to do by law.

C. Vice President. The Vice President, if any, will:

(1) in the absence or disability of the President, perform the duties and exercise the powers of the President; and

(2) perform such other duties and have such other powers as the Board of directors may from time to time prescribe.

D. Secretary. The Secretary will:

(1) prepare the minutes of the meetings of the Board of Directors and keep the minutes in appropriate permanent books of record;

(2) give and serve all notices of the Corporation;

(3) be the custodian of the records and of the seal, and affix the latter when required, and authenticate records of the Corporation when required;

(4) keep the transfer books in the manner prescribed by law; and

(5) attend to all correspondence and perform all the duties incident to the office of the Secretary.

E. Treasurer. The Treasurer will:

(1) keep accounts of and have the care and custody of and be responsible for all the funds and securities of the Corporation;

(2) deposit all such funds in the name of the Corporation in such bank or banks, trust company or trust companies, or safe deposit vaults as the Board of Directors may designate;

(3) exhibit, at times required by law or these Bylaws, the corporate financial books and accounts to any director upon application at the office of the Corporation during business hours;

(4) render a statement of the condition of the finances of the Corporation (at each regular meeting of the Board of Directors, and at such other times as it will be required of the Treasurer) and a full financial report at the annual meeting of the directors;

(5) keep at the office of the Corporation current books of account of all of its business transactions and such other books of account that the Board of Directors may require; and

(6) do and perform all other duties pertaining to the office of the Treasurer.

F. Assistant Secretary and Assistant Treasurer. The Assistant Secretary or Assistant Secretaries and the Assistant Treasurer or Assistant Treasurers will, in the absence or disability of the Secretary, or Treasurer, respectively, perform the duties of such officer and generally assist, in the case of an Assistant Secretary, the Secretary, or an Assistant Treasurer, the Treasurer.

Section 5.8 Delegation of Duties. In the case of the absence or disability of any officer of the Corporation or for any other reason deemed sufficient by a majority of the Board, the Board of Directors may delegate such officer's respective powers or duties to any other officer or to any director or agent of the Corporation for a specified period or until said delegation is revoked by the Board of Directors, provided that such delegation is otherwise permitted by law and by the Articles of Incorporation and these Bylaws.

ARTICLE 6
Contributions

Section 6.1 Contributions. Members will contribute to the Corporation such amounts determined from time to time by the Board of Directors consistent with the franchise agreements. The amount of the contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Board, will not benefit from the Corporation's marketing, promotional and advertising activities as other Members, subject to the Franchisor's written approval. The Board of Directors will only make such determination if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform.

Section 6.2 Payment of Contributions. The Board of Directors will set the dates and method of payment for contributions consistent with the franchise agreements. However, new Members will not have to pay their contributions until after their Melting Pot Restaurants have opened for business.

Section 6.3 Default in Payments. The Board of Directors will set up policies and procedures for dealing with situations in which Members have not timely paid contributions. The Board of Directors may set interest rates and fees to offset administrative expenses, collection costs, etc. for delinquent payments. The Board of Directors may also set policies for expelling Delinquent Members after a period of time. Nevertheless, in any event, no Member may be expelled except upon a vote or consent of the Board of Directors, otherwise in accordance with these Bylaws.

Section 6.4 Limits on Contributions. Contributions will never be less than the amount required by the franchise agreements. Unless changed by an amendment to these Bylaws, the contribution rate may never exceed 1.5% of the monthly Gross Revenues of the Member's Restaurant owned and operated by the Member for which such membership relates. Gross Revenues will have the meaning stated in the franchise agreements. Nevertheless, the Board of Directors may temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available and applicable to all Members and will discriminate in favor of or against any Member or group of Members. However, notwithstanding the foregoing, the Board of Directors may establish a separate contribution rate or level for Members whose Melting Pot Restaurants are located in a remote area so that, in their business judgment, such Melting Pot Restaurants would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them. The Corporation will give full and complete access to all its books and records at all times to its Members, Directors and Officers, and to the Franchisor.

ARTICLE 7
Notices

Section 7.1 Recording. Whenever these Bylaws require notice to be given to Members, directors, or committee members, proof of such notice whether given by mail, e-mail, telecopy, telephone, telegraph, cablegram or by personal contact will be recorded and filed by the Secretary in the minute book and incorporated into the minutes for the meeting to which such notice pertains.

Section 7.2 Waiver. Whenever any notice of a meeting is required to be given under the provisions of the Act, of the Articles of Incorporation, or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, either before, at or after the meeting, will be deemed equivalent to such required notice. Attendance of a person entitled to notice at a meeting will also constitute a waiver of notice of such meeting; provided, however, that such attendance will not constitute such a waiver if said person attends said meeting solely for the purpose of, and limits his participation at the meeting to, objecting to the transaction of any business because the meeting is not lawfully called or convened and states such objection at the beginning of the meeting.

ARTICLE 8
Designated Financial Agents, Signatures and Seal

Section 8.1 Designated Financial Agents. All funds of the Corporation will be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board of Directors may from time to time designate and will be drawn out on checks, drafts or other order signed on behalf of the Corporation by such person or persons as the Board of Directors may from time to time designate.

Section 8.2 Other Agreements. Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and instruments must be signed on behalf of the Corporation by the President or by such other officer, officers, agent or agents as the Board of Directors may from time to time by resolution provide.

ARTICLE 9
Amendments of Bylaws

The Bylaws may be altered, amended or repealed only at any meeting of Members at which 2/3 of the Members in good standing are present in person or by proxy and by vote of 2/3 of the Members present and eligible to vote thereon, provided that the notice of the meeting contains a written proposal to amend these Bylaws along with the text of the amendments. Nevertheless, the amendment of any Bylaw or replacement of these Bylaws will not be effective unless: (a) it has been approved by the Franchisor; or (b) it has been approved by a voting requirement that is in excess of the voting requirement that it is replacing (e.g., a voting requirement specifying approval by 2/3 can only be changed by a vote of at least that number).

ARTICLE 10
Indemnification

Section 10.1 Indemnification in Proceedings Other Than Actions by, or in the Right of, the Corporation. The Corporation will indemnify any person who was or is a party to any proceedings (other than an action by, or in the right of, the Corporation), by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, committee member, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if the indemnitee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 10.2 Indemnification of Persons Parties to a Proceeding by or in the Right of the Corporation. The Corporation will indemnify any person who was or is a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as the director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification may be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation. Provided, however, that no indemnification may be made hereunder in respect of any claim, issue, or matter as to which such person has been adjudged to be liable, unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper.

Section 10.3 Mandatory Indemnification. To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 10.01 and 10.02 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses actually and reasonably incurred by him in connection therewith.

Section 10.4 Authorization of Indemnification is Required. Any indemnification under Sections 10.01 and 10.02, unless pursuant to a determination by a court, may be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 or 10.02. Such determination must be made pursuant to any procedures outlined by the Act, if any.

Section 10.5 Additional Conditions to Indemnification. The Board, by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding to which the indemnification relates, may impose such additional conditions upon any form of indemnification as the Board may deem appropriate, including, but not limited to, the right to assume the defense in appropriate circumstances, the right to select the attorney representing the indemnified person and the right to settle.

Section 10.6 Payment of Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding must be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon a preliminary determination following the procedures set forth in Section 10.04 that such indemnified person meets the applicable standard of conduct referred to therein and subject to any conditions imposed by the Board pursuant to this Article and the prior receipt by the Corporation of an undertaking satisfactory in form and substance to the Corporation that such person will promptly repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Corporation as authorized in this Article 10.

Section 10.7 Indemnification Disallowed in Certain Circumstances. The indemnification provided pursuant to this article may not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

A. a violation of the criminal law, unless the director, officer, employee or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

B. a transaction from which the director, officer, employee or agent derived an improper personal benefit;

C. in the case of a director, a circumstance under which the Director would be liable to the Corporation under the Act; or

D. willful misconduct or a conscious disregard for the best interests of the Corporation in a proceeding by or in the right of the Corporation to procure a judgment in its favor.

Section 10.8 Nonexclusivity. The Corporation has the power to make any other or further indemnification of any of its Directors, officers, members of any committee, or any other person that the Corporation has the power by law to indemnify, including without limitation, employees or agents of the Corporation, under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in any official capacity and as to action in another capacity while holding such office, except an indemnification against gross negligence or willful misconduct. The indemnification as provided in this Article will continue as to any person who has ceased to be a Director, officer, employee, or agent and will inure to the benefit of such person's heirs and personal representatives.

ARTICLE 11
General Provisions

Section 11.1 Fiscal Year. The fiscal year of the Corporation will begin on January 1 and end on December 31 of each year.

Section 11.2 Gender and Number. Whenever the context requires, the gender of all words used herein includes the masculine, feminine and neuter, and the number of all words includes the singular and plural thereof.

Section 11.3 Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference purposes only and will not affect the meaning or interpretation of these Bylaws.

Section 11.4 Minutes, Books and Records of Account. The Corporation will keep correct and complete books and records of account and will keep minutes of the proceedings of its Board of directors, and committees of directors, and other records as required by the Act.

Section 11.5 Statutory Cites. Any reference in these Bylaws to the Act will include all revisions and amendments to the Act.

EXHIBIT "K"
TO THE DISCLOSURE DOCUMENT

FORM OF SAMPLE OF FONDUE DINING MARKETING COOPERATIVE

MEMBERSHIP AGREEMENT

THE *[NAME OF AREA] FONDUE DINING* COOPERATIVE MEMBERSHIP AGREEMENT

THIS *[NAME OF AREA] FONDUE DINING* COOPERATIVE MEMBERSHIP AGREEMENT is effective as of _____, 20__, by and between ***[Name of Area]* FONDUE DINING MARKETING COOPERATIVE, INC.** (the "**Corporation**") and _____ _____, a franchisee (the "**Member**") operating a MELTING POT® Restaurant located at _____ _____ (the "**Member Restaurant**"). The Corporation and the Member are sometimes referred to collectively as the "**parties**" or singularly as a "**party**").

BACKGROUND INFORMATION:

THE MELTING POT®® RESTAURANTS, INC. (or its successor) (the "**Franchisor**") franchises restaurant businesses known as MELTING POT® which offer and serve cheese, beef, chicken, seafood and chocolate fondues, salads, cheese, fruit, fresh breads, imported and domestic beers and wines in a dinner format ("**MELTING POT® Restaurants**"). The Member operates a MELTING POT® Restaurant within the cooperative area (the "**Cooperative Area**"). The Corporation was organized by the Franchisor and its franchisees operating in the Cooperative Area to pool advertising and marketing funds and resources in order for the members to benefit in their advertising, marketing and promotion expenditures. The Member is the owner of a MELTING POT® Restaurant who has entered into a franchise agreement with the Franchisor who wishes to participate in the Corporation and obtain the benefits of membership, while committing to make the contributions required by the Corporation from time to time in accordance with its governing documents; except that the Bylaws and any modifications are subject to the Franchisor's approval.

OPERATIVE TERMS:

Intending to be bound, the parties agree as follows:

1. Bylaws. The Corporation has adopted Bylaws and may amend, modify or replace them from time to time. The parties agree to abide by those Bylaws. Unless the text or context of this Agreement requires otherwise, terms used in this Agreement will have the meanings as defined in the Bylaws.

2. Membership. By signing this Agreement:

(a) The Corporation accepts and enrolls the Member as a member in good standing with full rights and benefits of membership;

(b) The Member agrees to become a member of the Corporation and agrees to be bound by and adhere to the Bylaws as now in effect or as subsequently modified, amended or replaced, in accordance with the Corporation's governing documents, and to observe any administrative rules, regulations and policy statements adopted by the Corporation in accordance with the Bylaws.

3. Scope. This Agreement relates solely to the Member's MELTING POT® Restaurant and the Member understands that he may have multiple memberships if he has multiple MELTING POT® Restaurants. If this Agreement is signed prior to the opening of the Member's MELTING POT® Restaurant, it will not become effective unless and until the Member's MELTING POT® Restaurant opens for business in accordance with its franchise agreement.

4. Contributions.

(a) **Obligation to Pay**: Members will contribute to the Corporation such amounts as required by their franchise agreements in the time, manner and method specified. The Board of

Directors will determine from time to time the amount of any additional contributions to be paid to the Corporation by its Members consistent with the franchise agreements. The amount of the contributions will generally be uniform among Members except in situations in which Members are located in remote areas and, in the reasonable business judgment of the Board, will not benefit from the Corporation's marketing, promotional and advertising activities as other Members. The Board of Directors will only make such determination if it reasonably believes that the level of benefits will be significantly less favorable to such remote Members as compared to the other Members. Otherwise, contributions for Members will be uniform. The Board of Directors will set the dates and method of payment for contributions consistent with the franchise agreements. However, new Members will not have to pay their contributions until after their MELTING POT® Restaurants have opened for business.

(b) **Reports**: The Member agrees that the Corporation may review reports and other information available to the Franchisor in an effort to verify that the proper amount of contributions have been paid by the Member. Each contribution payment must be accompanied by a report on a form promulgated by the Corporation showing the amount of contributions the Member paid with respect to the Member's MELTING POT® Restaurant, to the extent that such payments vary based on gross sales, gross revenues or through some other means. The Member authorizes and instructs the Franchisor to furnish to the Corporation, upon its request, copies of the Member's reports and records for the purpose of verifying amounts due.

(c) **Promotional Allowances**: The Member assigns to the Corporation all promotional and/or marketing allowances or similar compensation given or paid to the Member as a result of the purchase of products or services by or for the Member's MELTING POT® Restaurant under a program or arrangement that either the Corporation or the Franchisor has negotiated on behalf of MELTING POT® Restaurants in the Cooperative Area for the development of advertising, marketing and promotional materials that have been established with the understanding or expectation that such amounts would be contributed to the Corporation. The Member authorizes the Corporation to sign in the Member's name any consent/release forms that may be necessary to authorize a supplier to pay all such advertising, promotional or marketing funds or allowances directly to the Corporation. Vendor rebates and similar payments to the Franchisor are separate and will not be paid to the Corporation.

5. Benefits. The Corporation agrees that it will operate on a non-profit basis in accordance with its governing documents and that all contributions will be spent solely for the purposes permitted in the Bylaws.

6. Effective Date and Term. This Agreement becomes effective on the date signed by the Member and will continue until the earlier of:

(a) The Corporation's operations are terminated by action of its members or the Corporation is dissolved without being reinstated within 2 years; or

(b) Until Member ceases to be a member in good standing either because it is no longer a franchisee of the Franchisor or it has been expelled. If the Member ceases to be a MELTING POT® franchisee, its voting and other membership rights in the Corporation automatically terminate on the day that its franchise agreements terminates or expires. However, if the Member owes contributions at the time of such termination or expiration, then it will still be obligated and responsible for all contributions that accrued prior to the date of such termination or expiration.

7. Franchise Transfers. The parties recognize that the timing of payment of contributions may not always coincide with the closing of the transfers of MELTING POT® Restaurants. Accordingly, the parties agree as follows:

(a) **Timing**: The Member will remain responsible to the Corporation for all contributions due through the date of the closing of any transfer of a MELTING POT® Restaurant to anyone else. Such transfer will be deemed to occur if it constitutes a transfer or assignment under the Member's franchise agreement.

(b) **Credit Balances**: If the Member sells or closes the Member's MELTING POT® Restaurant at a time when it has a credit balance with the Corporation, the credit balance will not be refunded but will be either: (i) retained for the benefit of other members of the Corporation if the transaction involves a closing of the Member's MELTING POT® Restaurant or the termination or expiration of the Member's franchise agreement; or (ii) credited to MELTING POT® Restaurant 's purchaser if a sale, transfer or assignment is involved; or (iii) credited to the Member's other MELTING POT® Restaurants (and memberships if the transaction involves the closing of one MELTING POT® Restaurant but the Member owns multiple MELTING POT® Restaurants and remains a Member with respect to one or more other MELTING POT® Restaurants).

8. Delinquencies. The Member agrees that the Corporation will adopt rules and regulations regarding the treatment of delinquencies. The Member agrees to abide by them, including the payment of interest and late payment fees for delinquent contributions. The Member understands that it may lose voting rights and other privileges as a result of being delinquent in making contributions and that its membership may be cancelled by the Corporation for failing to do so.

9. Entity Participation. If the Member is a corporation, partnership or other business organization, it will appoint one person to represent its interest at Corporation meetings in whatever capacity it participates. However, such representatives must either be a: (i) shareholder, partner, director or officer of the business organization that is the Member; or (ii) an employee of the Member who has a rank and position no less than Restaurant Manager. The Corporation will be entitled to rely on such representative's decisions, votes and consents at any such meeting without further inquiry. One representative can represent multiple members and multiple MELTING POT® Restaurants.

10. Varying Participation. Contributions will never be less than the amount required by the franchise agreements. Unless changed by an amendment to the Bylaws, the contribution rate may never exceed ___% of the monthly Gross Revenues of the Member's Restaurant owned and operated by the Member for which such membership relates. Gross Revenues will have the meaning stated in the franchise agreements. Nevertheless, the Board of Directors may temporarily waive the obligation of any Member to make contributions to the Corporation to the extent and upon the conditions it adopts from time to time as long as those conditions are generally available and applicable to all Members and will discriminate in favor of or against any Member or group of Members. However, notwithstanding the foregoing, the Board of Directors may establish a separate contribution rate or level for Members whose MELTING POT® Restaurants are located in a remote area so that, in their business judgment, such MELTING POT® Restaurants would not receive the same amount of benefit from the promotional, advertising or marketing activities sponsored by the Corporation. Such variations may be on a case-by-case basis or annually, and only if the Franchisor has approved them.

11. Program Participation. The Member will not be required, as a condition of membership in the Corporation, or otherwise, to participate in any advertising, promotional or marketing activity specified by the Corporation which would require the Member to advertise or to charge a specified retail price, or a minimum retail price for any product or service furnished by MELTING POT® Restaurants. However, if the Member does not participate in such activities, its obligation to pay contributions pursuant to this Agreement will not be affected in any way. The Member also agrees that if its voting rights are suspended because it is delinquent in paying contributions, it does not excuse it from being obligated to pay any other contributions that become due and payable.

12. National Programs. The Members and the Corporation agree and understand that they will participate in marketing programs and spend Corporation fund as directed by the Franchisor in up to 4 programs per year.

13. Miscellaneous.

(a) **Severability**: If any of the provisions of this Agreement are held invalid for any reason, the remainder will not be affected and will remain in full force and effect in accordance with its terms.

(b) **Litigation Expenses**: In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

(c) **Waivers**: No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure by either party to insist upon strict performance of any provision will not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any other time, or any other provision of this Agreement.

(d) **Governing Law/Jurisdiction**: This Agreement is governed by _____ law. The courts of _____ have exclusive jurisdiction in any controversy relating to or arising out of this Agreement. All parties waive any objections to venue in _____.

(e) **Liabilities and Beneficiaries**: Neither party will be liable to any other person who is not a party to this Agreement by virtue of their relationship to each other. No other person has any rights because of this Agreement, except for the parties. However, notwithstanding the foregoing, although the Franchisor is not a party to this Agreement, and is not bound by it, it is a third-party beneficiary and has the right to enforce it.

Intending to be bound, the parties sign below:

***[Name of Area]* FONDUE DINING MARKETING COOPERATIVE, INC.**	_____ *[Name of Member]*
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT "L-1"
TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISEE OPERATING AGREEMENT

EXHIBIT "L-2"
TO THE DISCLOSURE DOCUMENT

FORM OF PATH TO GROW PROGRAM LOAN DOCUMENTS

EXHIBIT "M"
TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES

AND AGENTS FOR SERVICE OF PROCESS

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

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE	AGENCY	PROCESS, IF ANY
California	Department of Business Oversight ***Los Angeles*** 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 ***Sacramento*** 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 ***San Diego*** 1350 Front Street, Room 2034 San Diego, CA 92101 (619) 525-4233 ***San Francisco*** One Sancome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	Commissioner of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013
Florida	Florida Dept. of Agriculture & Consumer Services P. O. Box 6700 Tallahassee, FL 32314-6700	Gerard Wehle c/o Drummond Wehle & Ross LLP Terrace Oaks Office Park 6987 East Fowler Avenue Tampa, FL 33617
Hawaii	Business Registration Division Securities Compliance Branch Department of Commerce and Consumer Affairs P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2727	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 57606360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore Maryland 21202-2021

STATE	AGENCY	PROCESS, IF ANY
Michigan	Office of Attorney General Consumer Franchise Section 670 G. Mennen Williams Building 525 West. Ottawa Lansing, Michigan 48913 (517) 373-7117	
Minnesota	Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 296-6328	Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271 (212)416-8211	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue, Suite 600 Albany, New York 12231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Division of Securities John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9500	Division of Securities John O. Pastore Center Bldg. 69, First Floor 1511 Pontiac Avenue Cranston, Rhode Island 02920
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501	
Utah	Utah Department of Commerce Division of Consumer Protection 160 East 300 South SM Box 146704 Salt Lake City, UT 84114-6704	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions 150 Israel RoadTumwater, WA 98501 (360) 902-8760	Department of Financial Institutions 150 Israel RoadTumwater, WA 98501

STATE	AGENCY	PROCESS, IF ANY
Wisconsin	Division of Securities Department of Financial Institutions P. O. Box 1768 Madison, Wisconsin 53701 (608) 266-2801	Division of Securities Department of Financial Institutions 345 W. Washington Avenue, 4th Fl Madison, Wisconsin 53703

EXHIBIT "N"
TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO

FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
STATE OF CALIFORNIA

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. ITEM 6 of the disclosure document is amended to add the following line item to the table:

Name of Fee	Amount	Due Date	Remarks
Liquidated Damages	Determined when due	15 days after the effective date of early termination of the Franchise Agreement	If we terminate the Franchise Agreement with cause, or you terminate the Franchise Agreement without cause, you must pay us liquidated damages.*

* If termination is the result of your default, you must pay us a lump sum payment equal to the total of all royalty and service fee payments for: (a) the 24 calendar months of operation preceding your default; (b) the period of time you have been in operation preceding the notice, if less than 24 calendar months; or (c) any shorter period equal to the unexpired term at the time the Franchise Agreement is terminated. The liquidated damages provision only covers our damages from the loss of cash flow from the royalty and service fees. It does not cover any other damages, including damages to our reputation and damages arising from a violation of any provision of the Franchise Agreement other than the royalty and service fees section. The liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of the Franchise Agreement other than the royalty and service fees section.

3. ITEM 17 of the disclosure document is amended to add the following:

The 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.

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

The Franchise Agreement contains a covenant not to compete which extends beyond the term of the agreement. This provision might not be enforceable under California Law.

The Franchise Agreement contains a liquidated damages clause. Under California Law, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires litigation to be conducted in a court located in the State of Florida. This provision might not be enforceable for any cause of action arising under California Law.

The Franchise Agreement requires application of the laws of the State of Florida. This provision might not be enforceable under California Law.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and

Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

The following URL address is for the franchisor's website:

www.meltingpot.com

FRANCHISOR'S 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 OVERSIGNT AT www.dbo.ca.gov.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
FOR THE STATE OF ILLINOIS

For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act (the "**Act**"), 815 ILCS 705, governs.

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

Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

ITEM 17 of the disclosure document is amended to add the following:

> The conditions under which a franchise can be terminated and your rights upon non-renewal may be affected by the Act.
>
> The Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

ITEM 23 of the disclosure document is amended to add the following:

> There is a 14-calendar day minimum disclosure period prior to the signing of a binding agreement or any payment to the franchisor.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
STATE OF MARYLAND

1. Item 5 is amended by the addition of the following language:

   No General release required as a condition of renewal, sale, assignment or transfer will apply to any liability arising under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

2. Item 17, summary column for (c) as to the Unit Franchise Program is amended to read as follows:

   Give us written notice no later than the 16th month and no sooner than the 19th month from the expiration of the franchise agreement, maintain premises or secure substitute premises, remodel, sign new license and other documents and pay fee, except that pursuant to COMAR 02.0208.16L any release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law ("**Maryland Law**").

3. Item 17, summary column for (m) as to the Unit Franchise Program is amended to read as follows:

   You are in full compliance, new franchisee qualifies, you pay us all amounts due, training completed, transferee signs assignment and assumption and new license, transfer fee paid, we approve material terms, you de-identify yourself and you sign other documents we require, including releases (also see r below), except that pursuant to COMAR 02.0208.16L any release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law. If you have signed a Successor Franchise Addendum, any transferee must sign a new license.

4. Item 17, summary column for (v) as the Unit Franchise Program is amended to read as follows:

   Litigation in the county and state where Franchisor's principal headquarters are located; venue under the Membership Agreement will be in the state in which the marketing cooperative entity is formed, except for matters arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17, summary column for (w) of the Unit Franchise Program is amended to read as follows:

   Florida law applies (subject to federal law); The Membership Agreement is governed by the law of the state in which the marketing cooperative entity is formed except for matters arising under the Maryland Franchise Registration and Disclosure Law (for which a franchisee may sue in Maryland).

6. Item 17, summary column for (c) of the Area Development Program is amended to read as follows:

   You must be in good standing under your Development Agreement and all Franchise Agreements with us, enter into a Successor Area Development Agreement and pay the development fee and sign a general release, except that pursuant to COMAR 02.0208.16L any release will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.

7. Item 17, summary column for (m) of the Area Development Program is amended to read as follows:

   All of your obligations being assumed by the assignee, the assignee signs an approved assignment and assumption agreement, our current form of Developer Agreement and ancillary agreements, pay the assignment fee, you sign a general release except for matters coming under Maryland Franchise Registration and Disclosure Law, we approve the assignment, you sign a Noncompete agreement, and you subordinate any installments of the purchase price.

8. Item 17, summary column for (v) of the Area Development Program is amended to read as follows:

Litigation in the county and state where our principal headquarters are located, except for matters coming under Maryland Franchise Registration and Disclosure Law.

9. Item 17, summary column for (w) of the Area Development Program is amended to read as follows:

Florida law applies (subject to federal law), except for matters coming under Maryland Franchise Registration and Disclosure Law.

10. Item 17 is amended by the additional language at the end of the Item:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
STATE OF MINNESOTA

1. ITEM 13 of the disclosure document is amended as follows:

   As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. ITEM 17 of the disclosure document is amended as follows:

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

ITEM 17 does not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. The following are added as Risk Factors to the Cover Sheet:

   MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASE, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE LICENSE.

   MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

4. Item 17, summary columns for (m), (u), (v) and (w) are amended to add the following:

   Except for matters coming under the Minnesota Franchise Laws.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the disclosure document is amended by the addition of the following language to the original language:

> Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If we elect to cancel this Agreement, we will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. ITEM 17 of the disclosure document is amended to add the following:

> No general release shall be required as a condition of renewal, termination and/or transfer which is intended to exclude claims arising under North Dakota Law.
>
> In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
>
> The Franchise Agreement shall be amended to state that the statute of limitations under North Dakota Law will apply.

3. ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

4. ITEM 17(v) is amended to state that a provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.

5. ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
STATE OF RHODE ISLAND

Item 17, summary columns for (v) and (w) are amended to add the following:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-1 through 34 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
THE MELTING POT RESTAURANTS, INC.
STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement and the area development agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement and the area development agreement in your relationship with us including the area of termination and renewal of your franchise.

ITEM 17 of the disclosure document is amended to add the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A general release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act.

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, 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.

The Franchise Agreement requires any litigation or arbitration to be conducted in a state other than Washington; the requirement shall not limit any rights franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

EXHIBIT "O"
TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC RIDERS

TO AGREEMENTS

THE MELTING POT®® RESTAURANTS
CALIFORNIA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum to the Franchise Agreement, agreed to this ___day of _____, 20__, is by and between **THE MELTING POT RESTAURANTS, INC**. (the "**COMPANY**") with its principal office at 7886 Woodland Center Boulevard, Tampa, Florida 33614, and _____ _____.

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for **THE MELTING POT RESTAURANTS, INC**. is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement that may supersede provisions in the Franchise Agreement.

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

- The section which contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

- New Section 17.M. is inserted into the Franchise Agreement and states as follows:

  If termination is the result of Franchisee's default, Franchisee shall pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and acknowledge that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have, including attorneys' fees and costs.

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

- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.

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

- This Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

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

COMPANY:	**FRANCHISEE:**
THE MELTING POT RESTAURANTS, INC	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

THE MELTING POT® RESTAURANTS
ILLINOIS ADDENDUM TO
FRANCHISE AGREEMENT

THIS ADDENDUM to the Franchise Agreement (the "**Addendum**"), is effective as of this ___ day of _____, 20___, (the "**Effective Date**"), and amends the Franchise Agreement dated _____, 20__ (the "**Agreement**") between **THE MELTING POT RESTAURANTS, INC**. (the "**COMPANY**") with its principal office at 7886 Woodland Center Boulevard, Tampa, Florida 33614, and ___ _____ (the "**FRANCHISEE**"), whose mailing address is _____ _____.

1. **Precedence and Defined Terms**. This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. **Governing Law/Consent to Jurisdiction**. Except to the extent governed by the United State Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, et seq.) any other applicable federal law, or the Illinois Franchise Disclosure Act (the "**Act**"), this Agreement and the Franchise shall be governed by the laws of the State of Illinois. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. **No Waiver**. Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

Intending to be bound, the COMPANY and the FRANCHISEE sign and deliver this Addendum to each other as shown below:

COMPANY:	**FRANCHISEE:**
THE MELTING POT RESTAURANTS, INC	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

THE MELTING POT® RESTAURANTS
ILLINOIS ADDENDUM TO
AREA DEVELOPMENT AGREEMENT

THIS ADDENDUM to the Area Development Agreement (the "**Addendum**"), is effective as of this ___ day of _____, 20___, (the "**Effective Date**"), and amends the Area Development Agreement dated _____, 20__ (the "**Agreement**") between **THE MELTING POT RESTAURANTS, INC**. (the "**COMPANY**") with its principal office at 7886 Woodland Center Boulevard, Tampa, Florida 33614, and ___ _____ (the "**DEVELOPER**"), whose mailing address is_____ _____.

1. **Precedence and Defined Terms**. This Addendum is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Agreement.

2. **Governing Law/Consent to Jurisdiction**. Except to the extent governed by the United State Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, et seq.) any other applicable federal law, or the Illinois Franchise Law (the "**Law**"), this Agreement and the Franchise shall be governed by the laws of the State of Illinois. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

3. **No Waiver**. Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

6. Intending to be bound, the COMPANY and the FRANCHISEE sign and deliver this Addendum to each other as shown below:

COMPANY:

THE MELTING POT RESTAURANTS, INC.
a Florida corporation

By:_____
Name: _____
Title:_____
Date: _____

DEVELOPER:

_____
If a corporation, limited liability company or partnership.

By:_____
Name:_____
Title:_____
Date: _____

MARYLAND RIDER TO
THE MELTING POT RESTAURANTS, INC.
FRANCHISE AGREEMENT

This Rider is entered into this _____ day of _____, _____, by and between **THE MELTING POT RESTAURANTS, INC.** (the "**COMPANY**") and _____ ("**FRANCHISEE**")

1. **Background**. The COMPANY and the FRANCHISEE are parties to that MELTING POT® Franchise Agreement dated _____, 20__ (the "**Agreement**") that has been signed concurrently with the signature on this Rider. This Rider is signed because (a) the MELTING POT® Restaurant to be operated by you pursuant to the Agreement will be located in the State of Maryland, and the offer of the franchise for such Restaurant was made or accepted by you in the State of Maryland and/or (b) because you are a resident of the State of Maryland.

2. **Governing Law and/or Consent to Jurisdiction**. Paragraph H of Section 17 is amended in its entirety to read as follows:

> Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, et seq.), any other applicable federal law, or the Maryland Franchise Registration and Disclosure Law (the "**Maryland Law**"), this Agreement and the Franchise shall be governed by the laws of the State of Florida, the state in which the COMPANY is headquartered, all financial obligations of FRANCHISEE are required to be paid, and this Agreement is deemed to have been executed. FRANCHISEE consents and irrevocably submits to the jurisdiction and venue of any state or federal court of competent jurisdiction located in the county and state where COMPANY'S principal headquarters are located and waives any objection to the jurisdiction and venue of such courts, except for matters coming under the Maryland Law.

3. **Representations**. No provision of the Agreement is intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

4. **General Release**. No general release required as a condition of renewal, sale, assignment or transfer will apply to any liability under the Maryland Law.

5. **Limitation of Claims**. Any claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Rider in _____ counterparts on the day and year first above written.

FRANCHISEE:	**THE MELTING POT RESTAURANTS, INC.:**
_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO
THE MELTING POT RESTAURANTS, INC.
AREA DEVELOPMENT AGREEMENT

This Rider is entered into this _____ day of _____, 20___, by and between **THE MELTING POT RESTAURANTS, INC. (**the **"COMPANY**") and _____ (the "**DEVELOPER**").

1. **Background**. The COMPANY and the DEVELOPER are parties to that MELTING POT® Area Development Agreement dated _____, _____ (the "**Agreement**") that has been signed concurrently with the signature on this Rider. This Rider is signed because (a) the MELTING POT® Restaurant to be operated by you pursuant to the Agreement will be located in the State of Maryland, and the offer of the franchise for such Restaurant was made or accepted by you in the State of Maryland and/or (b) because you are a resident of the State of Maryland.

2. **Governing Law and/or Consent to Jurisdiction**. Section 13.8 is amended in its entirety to read as follows:

> Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051, et seq.), any other applicable federal law, or the Maryland Franchise Registration and Disclosure Law (the "**Maryland Law**"), this Agreement and the Franchise shall be governed by the laws of the State of Florida, the state in which the COMPANY is headquartered, all financial obligations of DEVELOPER are required to be paid, and this Agreement is deemed to have been executed. DEVELOPER consents and irrevocably submits to the jurisdiction and venue of any state or federal court of competent jurisdiction located in the county and state where COMPANY'S principal headquarters are located and waives any objection to the jurisdiction and venue of such courts, except for matters coming under the Maryland Law.

3. **Representations**. No provision of the Agreement is intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

4. **General Release**. No general release required as a condition of renewal, sale, assignment or transfer will apply to any liability under the Maryland Law.

5. **Limitation of Claims**. Any claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Rider in _____ counterparts on the day and year first above written

COMPANY:	**DEVELOPER:**
THE MELTING POT RESTAURANTS, INC. a Florida corporation	_____ If a corporation, limited liability company or partnership.
By:_____	By:_____
Name: _____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

MARYLAND RIDER TO
THE MELTING POT RESTAURANTS, INC.
FRANCHISE COMPLIANCE CERTIFICATION

The following is added to the Franchise Compliance Certification:

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

FRANCHISEE APPLICANT:

_____

Date: _____

MINNESOTA RIDER TO
THE MELTING POT RESTAURANTS, INC.
FRANCHISE AGREEMENT

This Rider is entered into this _____day of _____, 20__, by and between **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation ("**COMPANY**") and _____ _____("**FRANCHISEE**").

1. **Background**. The COMPANY and the FRANCHISEE are parties to that certain Franchise Agreement dated _____, 20__ (the "**Agreement**") that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because theMELTING POT® Restaurant to be operated by the **FRANCHISEE** pursuant to the Agreement will be located in the State of Minnesota and/or because the **FRANCHISEE** is a resident of the State of Minnesota.

2. **Renewal Rights**. The following is added as the last sentence in Section 3.C:

FRANCHISEE and its Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

3. **Termination of Agreement**. The following is added at the beginning of Section 15:

Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

4. **Governing Law**. The following sentence is added at the end of Section 17.H:

MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

5. **Injunctive Relief**. Nothing in the Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Rider in 2 counterparts on the day and year first above written.

COMPANY:

THE MELTING POT RESTAURANTS, INC.
a Florida corporation

By:_____
Name: _____
Title:_____
Date:_____

FRANCHISEE:

_____
If a corporation, limited liability company or partnership.

By:_____
Name:_____
Title:_____
Date:_____

MINNESOTA RIDER TO
THE MELTING POT RESTAURANTS, INC.
AREA DEVELOPMENT AGREEMENT

This Rider is entered into this _____day of _____, 20__, by and between **THE MELTING POT RESTAURANTS, INC.**, a Florida corporation ("**COMPANY**") and _____ ("**DEVELOPER**").

1. **Background**. The COMPANY and the DEVELOPER are parties to that certain Area Development Agreement dated _____, 20__ (the "**Agreement**") that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because the MELTING POT® Restaurant to be operated by the DEVELOPER pursuant to the Agreement will be located in the State of Minnesota and/or because the DEVELOPER is a resident of the State of Minnesota.

2. **Renewal Rights**. Section 2.2(f) is deleted in its entirety and the following added as Section 2.2(f):

> DEVELOPER and its Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

3. **Termination of Agreement**. The following is added at the beginning of Section 9:

> Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Agreement.

4. **Governing Law**. The following sentence is added at the end of Section 13.8:

> MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

5. **Injunctive Relief**. Nothing in the Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Rider in 2 counterparts on the day and year first above written.

COMPANY:

THE MELTING POT RESTAURANTS, INC.
a Florida corporation

By:_____
Name: _____
Title:_____
Date: _____

DEVELOPER:

_____
If a corporation, limited liability company or partnership.

By:_____
Name:_____
Title:_____
Date: _____

TEXAS ADDENDUM
THE MELTING POT RESTAURANTS, INC.
FRANCHISE AGREEMENT

THIS FIRST AMENDMENT (this "**Amendment**") is effective as of _____ (the "**Effective Date**"), and modifies the Franchise Agreement dated _____ (the "**Agreement**") between **THE MELTING POT RESTAURANTS, INC.** (the "**COMPANY**") and _____, an individual whose principal address _____ (the "**FRANCHISEE**"). (The COMPANY and the FRANCHISEE are sometimes referred to collectively as the "**parties**" or singly as a "**party**").

1. **INCORPORATION AND PRECEDENCE**. This Amendment is incorporated into the Agreement and supersedes any conflicting provisions in it. Capitalized terms not otherwise defined in this Amendment have the meanings as defined in the Agreement.

2. **APPROVED BRANDS/ALCOHOLIC BEVERAGES**. The parties hereby acknowledge and agree that the COMPANY does not intend to, and shall not exercise control over the storage, distribution, possession, transportation or sale of alcoholic beverages in violation of Section 109.53 of the Texas Alcoholic Beverage Code or any other provision of Texas law. Accordingly, notwithstanding anything to the contrary contained in Sections 10.D., 10.E. or any other provision of the Agreement, the COMPANY may not require that the FRANCHISEE stock or offer for sale any particular brand of alcoholic beverage in the Restaurant; provided, however, that the COMPANY may make non-binding suggestions to the FRANCHISEE as to which brands of alcoholic beverages meet the COMPANY's specifications and quality standards.

3. **REMAINING PROVISIONS UNAFFECTED**. Those parts of the Agreement that are not expressly modified by this Amendment remain in full force and effect. This Amendment will not be binding on the COMPANY until it has been signed by one of the COMPANY'S duly authorized officers or managers.

Intending to be bound, the FRANCHISEE and the COMPANY sign and deliver this Amendment in _____ counterparts effective on the Effective Date, regardless of the actual date of signature.

COMPANY:	**FRANCHISEE:**
THE MELTING POT RESTAURANTS, INC.	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

WASHINGTON RIDER TO
THE MELTING POT RESTAURANTS, INC.
FRANCHISE AGREEMENT

The State of Washington has a statute, RCW 19.100.180, which may supersede this Agreement in FRANCHISEE'S relationship with the COMPANY, including the area of termination and renewal of FRANCHISEE'S franchise. There may also be court decisions which may supersede this Agreement in FRANCHISEE'S relationship with COMPANY including the area of termination and renewal of FRANCHISEE'S franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will either be in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19.100 RCW, prevail.

A release or waiver of rights signed by FRANCHISEE will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

COMPANY:

THE MELTING POT RESTAURANTS, INC.

By:_____
Name:_____
Title:_____
Date:_____

FRANCHISEE:

INDIVIDUALS:

_____
Name:_____
Date:_____

_____
Name:_____
Date:_____

OWNER:

_____

By:_____
Name: _____
Title:_____
Date:_____

WASHINGTON RIDER TO
THE MELTING POT RESTAURANTS, INC.
AREA DEVELOPMENT AGREEMENT

The State of Washington has a statute, RCW 19.100.180, which may supersede this Agreement in DEVELOPER'S relationship with the COMPANY, including the area of termination and renewal of DEVELOPER'S AREA DEVELOPMENT AGREEMENT. There may also be court decisions which may supersede this Agreement in DEVELOPER'S relationship with COMPANY including the area of termination and renewal of DEVELOPER'S Area Development Agreement.

In any arbitration involving a franchise purchased in Washington, the arbitration site will either be in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19.100 RCW, prevail.

A release or waiver of rights signed by FRANCHISEE will not include rights under the Act except when signed pursuant to a negotiated settlement after the agreement(s) are 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

COMPANY:

THE MELTING POT RESTAURANTS, INC.

By:_____
Name:_____
Title:_____
Date:_____

DEVELOPER:

INDIVIDUALS:

_____
Name:_____
Date:_____

_____
Name:_____
Date:_____

OWNER:

_____

By:_____
Name: _____
Title:_____
Date:_____

EXHIBIT "P"
TO THE DISCLOSURE DOCUMENT

LIST OF CURRENT FRANCHISEES

ARIZONA

AHWATUKEE
Dan Arndt & Kelly Cooper
3626 East Ray Road
Phoenix, AZ 85044
Tel: (480) 704-9206

ARROWHEAD
Dan Arndt & Kelly Cooper
19420 N 59th Ave., Bldg B
Scottsdale, AZ 85258
Tel: (480) 874-4934

SCOTTSDALE
Dan Arndt
8260 N. Hayden Rd.
Scottsdale, AZ 85258
Tel: (480) 607-1799

CALIFORNIA

LARKSPUR
John McDonald
125 E. Sir Francis Drake Blvd.
Larkspur, CA 94939
Tel: (415) 461-6358

SACRAMENTO
Joe & Julie Gibson
814 15th Street
Sacramento, CA 92612
Tel: (916) 443-2347

SAN DIEGO – Gas Lamp Quarter
David Cohn & Leslie Cohn
901 5th Ave
San Diego, CA 92101
Tel: (619) 234-5554

SAN DIEGO – La Jolla
Lane Scelzi & Bart &
Velma Bandy
8980 University Center Lane
San Diego, CA 92122
Tel: (858) 638-1700

THOUSAND OAKS
Jerry White
3685 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91632
Tel: (805) 370-8802

COLORADO

COLORADO SPRINGS
Thomas Reiff, Chris Millsap,
Jim Materese, Zach Hearon
30-A East Pikes Peak Avenue
Colorado Springs, CO 80903
Tel: (719) 385-0300

FORT COLLINS
Ryan Houdek
334 East Mountain Avenue
Ft. Collins, CO 80524
Tel: (970) 207-0100

LITTLETON
Kyle Reed
2707 W. Main St.
Littleton, CO 80120
Tel: (303) 794-5666

LOUISVILLE
Kyle Reed & Bill Schmearer
732 Main St.
Louisville, CO 80027
Tel: (303) 666-7777

CONNECTICUT

DARIEN
Will Areson & James Layfield
14 Grove Street
Darien, CT 06820
Tel: (203) 656-4774

DELAWARE

WILMINGTON
Jeff Nichols
1601 Concord Pike, Ste 43-47
Wilmington, DE 19803
Tel: (302) 652-6358

FLORIDA

BOCA RATON
Bill Schmearer
5455 N. Federal Hwy, Ste A
Boca Raton, FL 33487
Tel: (561) 997-7472

COOPER CITY
Dave Lopate, Jere Cook,
Bill Schmearer
5834 S. Flamingo Road
Cooper City, FL 33330
Tel: (954) 880-0808

CORAL SPRINGS
Jere Cook, Bill Schmearer,
David Lopate
10374 W. Sample Rd.,
Coral Springs, FL 33065
Tel: (954) 755-6368

DESTIN
Lucinda Hollis, Auburn Bridge
& Jay Kilmartin
11394 US Hwy 98 W #J
Destin, FL 32550
Tel: (850) 269-2227

FT. MYERS
Bill Schmearer
13251 McGregor Blvd.
Ft. Myers, FL 33919
Tel: (941) 481-1717

JACKSONVILLE
Michael Robie
7860 Gate Parkway #101
Jacksonville, FL 32256
Tel: (904) 642-4900

LONGWOOD
Robert Frady & Dale Wallace
1200 Douglas Avenue
Longwood, FL 32779
Tel: (407) 862-8773

MELBOURNE
Irfan Zinna
2230 Town Center Avenue,
Suite 101
Melbourne, FL 32940
Tel: (321) 433-3040

MIAMI
Dana & Selene Munach
11520 Sunset Dr.
Miami, FL 33173
Tel: (305) 279-8816

ORLANDO
Mark Conway & Eric Deigan
7549 W Sand Lake Rd.
Orlando, FL 32819-5019
Tel: (407) 903-1100

PALM BEACH GARDENS
Jason Jones
11811 US Highway 1
#200-204
North Palm Beach, FL 33408
Tel: (561) 264-0020

PENSACOLA*
418 E. Garden Street, Suite 100
Pensacola, FL 32501
Tel: (850) 438-4030

SARASOTA*
1949 Ringling Blvd,
Sarasota, FL 34236
Tel: (941) 365-2628

ST. PETERSBURG *
2221 4th St. N
St. Petersburg, FL 33704
Tel: (727) 895-6358

TALLAHASSEE
Robbie Johnston & Ryan Johnston
2727 N. Monroe St.
Tallahassee, FL 32303
Tel: (850) 386-7440

TAMPA *
Mark T. Johnston
13164 N. Dale Mabry
Tampa, FL 33618
Tel: (813) 962-6936

GEORGIA
ATLANTA MIDTOWN
Mark Gunn
754 Peachtree Street
Atlanta, GA 30308
Tel: (404) 389-0099

DULUTH
Bob Gunn & Mark Gunn
3610 Satellite Blvd. NW
Duluth, GA 30096
Tel:(770) 623-1290/1291

KENNESAW
Mark Gunn
2500 Cobb Place Lane
Suite 800
Kennesaw, GA 30144
Tel: (770) 425-1411

SAVANNAH, GA
Joshua Behringer &
Jason Stravinski
232 E. Broughton St.
Savannah, GA 31401
Tel: (912) 349-5676

ROSWELL
Bob Gunn & Mark Gunn
1055 Mansell Rd.
Roswell, GA 30076
Tel: (770) 518-4100

IDAHO
BOISE
Keith Dunn & George Chaposky
200 N. 6th Street
Boise, ID 83702
Tel: (208) 343-8800

ILLINOIS
DOWNER'S GROVE
Mike Ruffalo & Erv Emery
1205 Butterfield Rd., Ste A
Downer's Grove, IL 60515
Tel: (630) 737-0810

NAPERVILLE
Mike Ruffalo & Erv Emery
4931 S. Rt. 59
Naperville, IL 60564
Tel: (630) 717-8301

SCHAUMBURG
Mike Ruffalo & Erv Emery
255 West Golf Rd.
Schaumburg, IL 60195
Tel: (847) 843-8970

INDIANA
INDIANAPOLIS
Bennet Ackerman
5650 E 86th St., Ste. F
Indianapolis, IN 46250
Tel: (317) 841-3601

KENTUCKY
LOUISVILLE
Dave Chantrell
2045 South Hurstbourne Parkway
Louisville, KY 40220
Tel: (502) 841-3601

MARYLAND
ANNAPOLIS
Kevin Mason
2348 Solomons Island Road
Annapolis, MD 21401
Tel: (410) 266-8004

COLUMBIA
John & Dana Snyder
10451 Twin Rivers Road, #130
Columbia, MD 21044
Tel: (410) 740-9988

GAITHERSBURG
Barry Berkowitz
9021 Gaither Road
Gaithersburg, MD 20877
Tel: (301) 231-8220

TOWSON
Jeff Nichols, John Fox
418-420 York Rd.
Towson, MD 21204
Tel: (410) 821-6358

MASSACHUSETTS
BEDFORD/BURLINGTON
Brian Skedd
213 Burlington Road
Bedford, MA 01730
Tel: (781) 791-0529

FRAMINGHAM
Al Nammari, Basel Nammari
Mike Stead
92 Worchester Road
Framingham, MA 01702
Tel: (508) 875-3115

MICHIGAN
GRAND RAPIDS
Jon Ferguson
2090 Celebration Dr., Ste 130
Grand Rapids, MI 49525
Tel: (616) 365-0055

TROY
Aaron Van De Mark
888 West Big Beaver Road,
Suite 199
Troy, MI 48084
Tel: (248) 362-2221

MINNESOTA
MINNEAPOLIS
Al Nammari & Mike Stead
824 Marquette Avenue
Minneapolis, MN 55402
Tel: (612) 338-9900

MISSOURI
KANSAS CITY
Matt & Ruby Soik
450 Ward Parkway
Kansas City, MO 64112
Tel: (816) 931-6358

ST. LOUIS
Michael Hobbs
6683 Delmar Blvd.
University City, MO 63130
Tel: (314) 725-4141

TOWN & COUNTRY
John Barnett
294 Lamp & Lantern Village
Town & Country, MO 63017
Tel: (636) 207-6358

NEVADA
LAS VEGAS
Dirk Astle
8704 W. Charleston
Las Vegas, NV 89117
Tel: (702) 384-6358

MAPLE SHADE
Charles LaRosa & Kimberly Hughes
584 Rt. 38 East
Maple Shade, NJ 08052
856-793-7033

NEW JERSEY

SOMERVILLE
Jatin Patel
1900 W. Main Street
Somerville, NJ 08876
Tel: (908) 575-8010

WESTWOOD
Will Layfield, Carol Layfield
& James Layfield
250 Center Avenue
Westwood, NJ 07675
Tel: (201) 664-8877

WHIPPANY
Kathy Garmise
831 Route 10 East
Whippany, NJ 07981
Tel: (973) 428-5400

NEW MEXICO
ALBUQUERQUE
Chris Zalesiak
2201 Uptown Loop Rd., NE
ALB, NE 87110
Tel: (505) 843-6358

NEW YORK

BUFFALO
Jim & Virginia Materese
One Walden Galleria
Suite TH119
Buffalo, NY 14225
Tel: (716) 685-6358

LONG ISLAND
Jeff Nichols, Barry Berkowitz
Brian Neel, Bill Schmearer
2377 Broad Hollow Road
Farmingdale, NY 117535
Tel: (631) 752-4242

ROCHESTER
Michael Daley & Jim Materese
Market Place Mall Space E16
290 Miracle Mile Dr.
Rochester, NY 14623
Tel: (585) 424-6358

WHITE PLAINS
James Layfield & Tony Kemna
30 Mamaroneck Avenue
White Plains, NY 10601
Tel: (914) 993-6358

NORTH CAROLINA
CHARLOTTE
Todd Dennis & Brian Neel
901 S. Kings Dr., Ste. 140-B
Charlotte, NC 28204
Tel: (704) 334-4400

CHARLOTTE – LAKE NORMAN
Todd Dennis & Brian Neel
16625 Statesville Rd.
Huntersville, NC 28078
Tel: (704) 987-2201

DURHAM
Dan & Katherine Richardson
202 W NC Highway 54
Durham, NC 27713
Tel: (919) 544-6358

RALEIGH
Mark Conway and Aaron &
Richard Van De Mark
3100 Wake Forest Rd.
Raleigh, NC 27609
Tel: (919) 878-0477

WILMINGTON, NC
Jason Shea & Chad Miller
885 Town Center Dr.
Wilmington, NC 28405
Tel: (910) 256-1187

OHIO
CINCINNATI
Chris Millsap & Zach Hearon
11023 Montgomery Rd.
Cincinnati, OH 45249
Tel: (513) 530-5501

COLUMBUS
Keith Dun &, George
Chaposky
4014 Townsfair Way #1-001
Columbus, OH 43219
Tel: (614) 476-5500

DAYTON
Al Nammari
453 Miamisburg Centerville Rd.
Dayton, OH 45459
Tel: (937) 567-8888

LYNDHURST
Seth Bromberg
24741 Cedar Road
Lyndhurst, OH 44124
Tel: (216) 381-2700

OKLAHOMA
OKLAHOMA CITY
Mark & Becky Chapman
4 Sheridan Avenue
Oklahoma City, OK 73101
Tel (405) 235-1000

TULSA
Mark & Becky Chapman
300 Riverwalk Terrace
Suite 190
Jenks, OK 74037
Tel: (918) 299-8000

OREGON
PORTLAND
Walter Wrahtz
1001 SW Fifth Avenue
Portland, OR 97204
Tel: (503) 517-8960

PENNSYLVANIA
BETHLEHEM
Charlie LaRosa &
Kevin O'Leary
1 East Broad St., Ste 100
Bethlehem, PA 18018
Tel: (484) 241-4939

HARRISBURG
Brian Sikorski
33560 Paxton St.
Harrisburg, PA 17111
Tel: (717) 564-6358

KING OF PRUSSIA
Barry Berkowitz, Jeff Nichols
Brian Neel, Charlie LaRosa
150 Allendale Road
King of Prussia, PA 19406
Tel: (610) 265-7195

PITTSBURGH
Chris Milsap & Jim Matarese
125 W. Station Square Drive
Pittsburgh, PA 15219
Tel: (412) 261-3477

SOUTH CAROLINA
COLUMBIA
Jay & Elizabeth Kilmartin
1410 Colonial Life Blvd.
Columbia, SC 29210
Tel: (803) 731-8500

GREENVILLE
Jay & Elizabeth Kilmartin
475-5 Haywood Road
Greenville, SC 29607
Tel: (864) 297-5035

MYRTLE BEACH
Keith & Ginger Dunn
5001 N. Kings Hwy. Ste. 104
Myrtle Beach, SC 29577
Tel: (843) 692-9003

TENNESSEE

GATLINBURG
Brent Collier, Lori Colier &
Jessice Collier-Masey
959 Parkway #2
Gatlinburg, TN 37738

KNOXVILLE
John Gillpatrick
111 N. Central Avenue
Knoxville, TN 37902
Tel: (865) 971-5400

NASHVILLE
Mark & Carla Rosenthal
166 Second Ave. N
Nashville, TN 37201
Tel: (615) 742-4970

TEXAS
ADDISON
Jerry White & Liz Beddow
4900 Beltline Road
Suite 200
Dallas, TX 75254
Tel: (972) 239-6358

ARLINGTON
Mike, Gayle,
David & Kelly Hatala
4000 Five Points Road, #119
Arlington, TX 76018
Tel: (817) 469-1444

AUSTIN
Mike & Kelly Swartz
13343 US Hwy 183 N, Suite 350
Austin, TX 78750
Tel: (512) 401-2424

EL PASO
Arturo Alluin
8889 Gateway Blvd., Ste. 2320
El Paso, TX 79925
Tel: (915) 255-9261

HOUSTON
Mark Rosenthal &
Bill Schmearer
6100 Westheimer, Ste. 146
Houston, TX 77057
Tel: (713) 532-5011

SAN ANTONIO
DeWayne & Denise Foust
14855 Blanco Road, #110
San Antonio, TX 78216
Tel: (210) 479-6358

UTAH
SALT LAKE CITY
Dirk Astle
340 S. Main
Salt Lake City, UT 84101
Tel: (801) 521-6358

VIRGINIA
ARLINGTON
Barry Berkowitz
1110 N. Glebe Road
Arlington, VA 22201
Tel: (703) 243-4490

CHARLOTTESVILLE
Derek Bond
501 East Water Street
Charlottesville, VA 22902
Tel (434) 244-3463

FREDERICKSBURG
Murphy Tan & William Lovo
1618 Carl D Silver Parkway
Fredericksburg, MD 22401
Tel: (540) 785-9690

PENINSULA
Jason Shea & Chad Hornik
12233 Jefferson Ave. Suite 3
Newport News, VA 23602
Tel: (410) 619-2700

RESTON
Barry Berkowitz
11730 Plaza America Dr.
Reston, VA 20190
Tel: (703) 435-1277

RICHMOND
Dave Chantrell
9704 Gayton Rd.
Richmond, VA 23233
Tel: (804) 741-3120

VIRGINIA BEACH
Andrew Holder
1564 Laskin Road, #182
Virginia Beach, VA 23451
Tel: (757) 425-3463

WASHINGTON
BELLEVUE
Lane Scelzi
308 108th Avenue NE
Bellevue, WA 98004
Tel: (425) 646-2744

SEATTLE
Lane Scelzi
14 Mercer St.
Seattle, WA 98109
Tel: (206) 378-1208

SPOKANE
Kim & Hollis Silva
707 W. Main Ave. – Suite C-1
Spokane, WA 99201
Tel: (509) 926-8000

TACOMA
Lane Scelzi
2121 Pacific Avenue
Tacoma, WA 98402
Tel: (253) 535-3939

WISCONSIN
APPLETON
John & Jay Supple
2295 W. College Avenue
Appleton, WI 54914
Tel: (920) 739-3533

BROOKFIELD
Matt & Ruby Soik
19850 Bluemound Road
Brookfield, WI 53045
Tel: (262) 641-9495

MADISON
David & Terri Lenz
6816 Odana Road
Madison, WI 53719
Tel: (608) 833-5676

*Some or all of the shareholders, directors and officers of these franchisees are also shareholders, directors and officers of ours.

THIS LIST CONTAINS U.S. FRANCHISEES ONLY.

EXHIBIT "Q"
TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following is a list of franchisee associates whose Franchise Agreements have either been terminated, cancelled, not renewed or who otherwise have left the system during the 12-month period ending March 31, 2019 or who have not communicated with us within 10 weeks of the issuance date of this disclosure document:

Arizona	Kelly Cooper Tucson, AZ (602) 705-6207	Termination
California	Mike Frampton Sacramento, CA (916) 847-1795	Transfer
New Jersey	Charlie Haney Atlantic City, NJ (609) 289-0951	Mutual Termination
Rhode Island	Renee Torres Providence, NY (202) 497-0551	Termination
Ohio	Eric McIntyre Rocky River, OH (440) 479-8962	Termination
Alabama	John Dooley Birmingham, AL (205) 541-3820	Termination
California	Mira Schoenrock Irvine, CA (949) 244-5500 Rob Sanchez San Mateo, CA (408) 857-7626 Chuck Baker San Mateo, CA (925) 321-7949	Termination Transfer Termination
Louisiana	Chris Womack Baton Rouge, LA (225) 202-4901 Ray Naquin New Orleans, LA (225) 278-1252	Termination Termination
Nevada	Dirk Astle Las Vegas, NV (801) 361-4072	Termination
New Jersey	Jatin Patel Somerville, NJ (908) 672-5614	Termination
	Kathy Garmise Whippany, NJ (732) 310-3009	Termination

New York	Mike Stygles Albany, NY and Syracuse, NY (518) 466-8747	Termination
North Carolina	Murphy Tan Wilmington, NC (540) 903-9715	Transfer
Pennsylvania	Charlie LaRosa Warrington, PA (856) 296-1640	Termination

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

This list contains U.S. franchisees only.

EXHIBIT "R"
TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISE COMPLIANCE CERTIFICATE

FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Do not sign or date this Certification the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Certification the same day you sign the Franchise Agreement and/or Area Development Agreement. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally reviewed our Franchise Agreement and/or Area Development Agreement, and each Addendum (if any) and related agreement (i.e., personal guaranty) attached to them?

Yes_____ No_____

2. Did you receive the Franchise Agreement and/or Area Development Agreement, and each related agreement, containing all material terms, at least 7 days before signing any binding agreement (other than any deposit agreement) with us or an affiliate?*

Yes_____ No_____

* This does not include changes to any agreement mutually agreed upon.

3. Do you understand all of the information contained in the Franchise Agreement and/or Area Development Agreement, and each Addendum (if any) and related agreement provided to you?

Yes_____ No_____

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

_____

_____

_____

4. Have you received and personally reviewed our Franchise Disclosure Document ("FDD") that was provided to you?

Yes_____ No_____

5. Did you receive the FDD at least 14 days before signing the Franchise Agreement and/or Area Development Agreement, this document or any related agreement, or before paying any funds to us or an affiliate?

Yes_____ No_____

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes_____ No_____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes_____ No_____

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

_____

_____

8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes_____ No_____

9. Have you discussed the benefits and risks of purchasing a MELTING POT® Restaurant franchise with an attorney, accountant or other professional advisor?

Yes_____ No_____

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

Yes_____ No_____

10. Do you understand that the success or failure of your MELTING POT® Restaurant franchise will depend in large part upon your skills and abilities, competition from other businesses, and other economic and business factors?

Yes_____ No_____

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the actual or possible revenues or profits of a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes_____ No_____

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes_____ No_____

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a MELTING POT® Restaurant franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes_____ No_____

14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes_____ No_____

15. If you have answered "Yes" to any one of questions 11-14, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

_____

_____

16. Do you understand that the Franchise Agreement and/or Area Development Agreement, Addendum (if any) and related agreements contain the entire agreement between you and us concerning MELTING POT® Restaurant franchise, meaning that any prior oral or written statements not set out in the Franchise Agreement and/or Area Development Agreement, Addendum (if any) or related agreements will not be binding?*

Yes_____ No_____

Nothing in this document or any related agreement is intended to disclaim the representations we made in the FDD that we furnished to you.

17. Do you understand that, except as provided in the FDD, nothing stated or promised by us that is not specifically set forth in the Franchise Agreement and/or Area Development Agreement, Addendum (if any) and related agreements can be relied upon?

Yes_____ No_____

18. You signed the Franchise Agreement and/or Area Development Agreement, and Addendum (if any) and related agreements on _____, 20__, and acknowledge that no agreement or addendum is effective until signed and dated by us.

YOU UNDERSTAND THAT YOUR RESPONSES TO THESE QUESTIONS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS COMPLIANCE CERTIFICATION, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

The individuals signing below for the "Franchisee Applicant" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Franchisee Applicant, or constitute the duly authorized representatives or agents of the foregoing.

FRANCHISEE APPLICANT:

Signature_____

_____

Printed Name_____

Date _____, 201__

Signature_____

_____

Printed Name_____

Date _____, 201__

Signature_____

_____

Printed Name_____

Date _____, 201__

Signature_____

_____

Printed Name_____

Date _____, 201__

RECEIPT

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

If The Melting Pot Restaurants, Inc. 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If The Melting Pot Restaurants, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency as listed on Exhibit "M."

The name, principal business address, and telephone number of the franchise seller(s) offering the franchise is/are:

Name	Principal Business Address	Telephone Number
□ Robert P. Johnston	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
□ Dan Stone	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
□ John Westland	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055

Issuance Date: June 14, 2019.

I received a disclosure document dated June 14, 2019. (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits:

Exhibit "A"	Financial Statements
Exhibit "B"	Form of Franchise Agreement
Exhibit "B-1"	Form of Successor Franchise Addendum to Franchise Agreement (Renewal)
Exhibit "C"	Form of Area Development Agreement
Exhibit "D"	Form of Conditional Assignment of Telephone and Digital IP
Exhibit "E"	Form of Collateral Assignment and Assumption of Lease
Exhibit "E-1"	Form of Franchisor Rider to Lease
Exhibit "E-2"	Signage Standards
Exhibit "F"	Manuals Tables of Contents
Exhibit "G-1"	Form of Personal Guaranty of Owner/Shareholder
Exhibit "G-2"	Form of Principal Owner's Statement
Exhibit "H-1"	Form of Noncompete Agreement
Exhibit "H-2"	Form of Confidentiality, Non-Solicitation and Assignment of Inventions Agreement
Exhibit "I"	Form of Sample Articles of Incorporation for Fondue Marketing Cooperative, Inc.
Exhibit "J"	Form of Sample Bylaws of Fondue Marketing Cooperative, Inc.
Exhibit "K"	Form of Sample of The Fondue Dining Cooperative Membership Agreement
Exhibit "L-1"	Form of Franchisee Operating Agreement
Exhibit "L-2"	Form of Path to Grow Program Loan Documents
Exhibit "M"	List of State Agencies and Agents for Service of Process
Exhibit "N"	State Specific Addenda to Franchise Disclosure Document
Exhibit "O"	State Specific Riders to Agreements
Exhibit "P"	List of Current Franchisees
Exhibit "Q"	Franchisees Who Have Left the System
Exhibit "R"	Franchise Compliance Certificate

Dated:_____

_____
Individually and as an Officer

_____
Printed Name

of_____
(a_____Corporation)
(a_____Partnership)
(a_____Limited Liability Company)

[Keep this page for your records]

RECEIPT

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

If The Melting Pot Restaurants, Inc. 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 and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If The Melting Pot Restaurants, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency as listed on Exhibit "M."

The name, principal business address, and telephone number of the franchise seller(s) offering the franchise is/are:

Name	Principal Business Address	Telephone Number
□ Robert P. Johnston	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
□ Dan Stone	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055
□ John Westland	7886 Woodland Center Blvd., Tampa, FL 33614	813-881-0055

Issuance Date: June 14, 2019.

I received a disclosure document dated June 14, 2019. (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits:

Exhibit "A"	Financial Statements
Exhibit "B"	Form of Franchise Agreement
Exhibit "B-1"	Form of Successor Franchise Addendum to Franchise Agreement (Renewal)
Exhibit "C"	Form of Area Development Agreement
Exhibit "D"	Form of Conditional Assignment of Telephone and Digital IP
Exhibit "E"	Form of Collateral Assignment and Assumption of Lease
Exhibit "E-1"	Form of Rights of Franchisor Rider to Lease
Exhibit "E-2"	Signage Standards
Exhibit "F"	Manuals Tables of Contents
Exhibit "G-1"	Form of Personal Guaranty of Owner/Shareholder
Exhibit "G-2"	Form of Principal Owner's Statement
Exhibit "H-1"	Form of Noncompete Agreement
Exhibit "H-2"	Form of Confidentiality, Non-Solicitation and Assignment of Inventions Agreement
Exhibit "I"	Form of Sample Articles of Incorporation for Fondue Marketing Cooperative, Inc.
Exhibit "J"	Form of Sample Bylaws of Fondue Marketing Cooperative, Inc.
Exhibit "K"	Form of Sample of The Fondue Dining Cooperative Membership Agreement
Exhibit "L-1"	Form of Franchisee Operating Agreement
Exhibit "L-2"	Form of Path to Grow Program Loan Documents
Exhibit "M"	List of State Agencies and Agents for Service of Process
Exhibit "N"	State Specific Addenda to Franchise Disclosure Document
Exhibit "O"	State Specific Riders to Agreements
Exhibit "P"	List of Current Franchisees
Exhibit "Q"	Franchisees Who Have Left the System
Exhibit "R"	Franchise Compliance Certificate

Dated:_____

_____
Individually and as an Officer

_____
Printed Name

of_____
(a_____Corporation)
(a_____Partnership)
(a_____Limited Liability Company)

[Sign and return this page]