FRANCHISE DISCLOSURE DOCUMENT

Nature's Table Franchise Company
a Florida corporation
545 Delaney Avenue, Building 2
Orlando, Florida 32801
(407) 481-2544
www naturestable com
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The franchise offered is for a quick-serve cafe operating under the name "Nature's Table Cafe®" offering a variety of sandwiches, natural fruit juices, high protein drinks and shakes, frozen yogurt and frozen yogurt shakes, ice cream, soups, vegetarian chili, salads, pasta salads, soft drinks, fresh fruit, low-fat muffins, and other "sensible" foods

The total investment necessary to begin operation of a Nature's Table Cafe franchised business is $56,200 and $287,600 for an office building location, $131,200 and $295,100 for a shopping mall location, and $185,600 to $372,100 for a strip center location This includes $30,000-$30,700 that must be paid to the franchisor and/or its affiliate, as appropriate

We may sell rights to individuals or entities to develop a number of cafes within a specified area If you are a multi-unit operator, you will pay a development fee equal to 100% of the initial franchise fee for the first Cafe plus 50% of the initial franchise fee for each additional Cafe to be developed under the Multi-Unit Operator Agreement The development fee is applied pro rata to the initial franchise fees due for each Cafe to be developed The total investment necessary will vary based on the number of Cafes to be developed

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

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 Sandra Wagner at 545 Delaney Avenue, Building 2 Orlando, Florida 32801and 407-481-2544 x5

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

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "*A Consumer s Guide to Buying*

a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580 You can also visit the FTC's home page at *www ftc gov* for additional information Call your state agency or visit your public library for other sources of information on franchising

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

Issuance Date March ~~25, 2016~~28, 2017

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 I 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 MULTI-UNIT OPERATOR AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA OUT OF STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST MORE TO MEDIATE OR ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT STATE THAT FLORIDA LAW GOVERNS THE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

3 THE FRANCHISEE'S SPOUSE MUST EXECUTE A PERSONAL GUARANTY MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE WHETHER OR NOT THE SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISEE AND ITS SPOUSE AT RISK

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

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

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

California	
Connecticut	Trademark Exempt
Hawaii	n/a
Illinois	
Indiana	January 14, ~~2016~~2017
Maine	Trademark Exempt
Maryland	n/a
Michigan	n/a
Minnesota	n/a
New York	n/a
North Carolina	Trademark Exempt
North Dakota	n/a
Rhode Island	n/a
South Carolina	Trademark Exempt
South Dakota	n/a
Virginia	-January 16, 2017
Washington	n/a
Wisconsin	n/a

This Disclosure Document is not required to be registered in the following states, but an exemption has been filed as required by the state's business opportunity laws and this Disclosure Document is effective as of the date specified below

Florida	November 17, ~~2015~~2016
Kentucky	
Nebraska	
Texas	November 6, 1998
Utah	

This Disclosure Document is not required to be registered and an exemption is not required to be filed in the following states and this Disclosure Document is effective as of the Date of Issuance Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Vermont, West Virginia and Wyoming

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

The Franchisor

Nature's Table Franchise Company (referred to in this Disclosure Document as "Nature's Table," "we," "us," or "our") was formed as a Florida corporation on January 28, 1987 Our principal place of business is 545 Delaney Avenue, Building 2 Orlando, Florida 32801and we do business under our corporate name and the Marks as described below In this Disclosure Document, we refer to the person or entity that will be signing the Franchise Agreement (defined below) as "you," "your," or "franchisee," which includes all franchise owners and partners, if you are a corporation, partnership or other entity

We are a franchising company which promotes and sells franchises for the operation of cafes known as "Nature's Table®" and "Nature's Table Bistro®" ("Cafes" or "Franchised Business") We have offered franchises since 1986 and do not offer franchises in any other line of business We currently own and operate six Nature's Table Cafes in Florida which we have operated since our inception in 1987 Until December 31, 2014 we offered development agent opportunities, but we no longer offer this program

Our agents for service of process are listed in Exhibit I

Our Parents, Predecessors and Affiliates

Nature's Table Cafes have been in operation since 1977 Starting in 1977, the Vine and Harvest restaurant was operated in Orlando, Florida In 1983, the owners began operating as Nature's Table and continued until they incorporated in 1987 In 1983 the Nature's Table began operations in Melbourne, Florida In 1985, Vine and Harvest restaurant switched to Nature's Table Cafe and was later sold to a franchisee

We maintain exclusive rights to the trademarks "Nature's Table", "Nature's Table Cafe", "Nature's Table Bistro" and "Sensible Food That Tastes Great" (the "Marks" or "Proprietary Marks") In 1994, we conveyed to Nature's Table Systems, Inc ("NTS") all rights to franchise under the trademark "Nature's Table" and "Nature's Table and Design" in all states except for Florida In September 1997, we completed an agreement with The Venture Group, Inc ("VGI") and NTS which returned the exclusive rights to the Marks and exclusive rights to franchise to us

VGI, a Missouri corporation, was formed on February 28, 1994 It is the parent company and majority stockholder of NTS, a Missouri corporation formed on April 5, 1994 to offer Nature's Table franchises outside the State of Florida The principal place of business of each of the companies was 233 W 47th Street, Kansas City, Missouri 64112 VGI and NTS have no interest in or connection to us, and may no longer be valid Missouri corporations We have no interest in or financial or connections of any kind with either of these two Missouri Corporations Through our affiliate, Nature's Table Management Company ("NTMC"), a Florida corporation headquartered at our address, has assumed the prospective obligations of NTS to certain of its existing franchisees from and after the date of the assumption agreement, and has assumed several trademark licensing agreements in California, Texas, and Wisconsin entered by NTS with former franchisees

Nature's Table is affiliated with the following Florida entities, whose principal place of business is located at 545 Delaney Avenue, Building 2 Orlando, Florida 32801 The sole business of these corporations is the ownership and operation of corporate Nature's Table Cafes within the State of Florida

a Nature's Table, Inc was formed on January 10, 1983
b Office Relief System, Inc (formerly known as Office Relief, Inc) was formed on April 20, 1995
c Office Relief Maingate, Inc (formerly known as Office Relief II, Inc) was formed on November 20,1996
d BernieTart'e, LLC was formed on August 27, 2009
e BarnieTarte II, LLC was formed on February 3, 2011

Except as described above, none of our affiliates have offered franchises in this or any other line of business

Description of Franchise

We offer franchises for the right to establish and operate a quick serve cafe operating under the name "Nature's Table" featuring a variety of sandwiches, natural fruit juices, high protein drinks and shakes, frozen yogurt and frozen yogurt shakes, ice cream, soups, vegetarian chili, salads, pasta salads, soft drinks, fresh fruit, low-fat muffins, and other "sensible" foods ("Cafe" or "Franchised Café")

The Cafes operate under the trade name and mark "Nature's Table", and the additional principal service marks, trademarks, trade names, logos, emblems and indicia of origin identified in Item 13 These principal marks and all other marks which may be designated by us in the future in writing for use with the System (defined below) are referred to in this Disclosure Document as the "Marks" or "Proprietary Marks"

Nature's Table Cafes are operated under the Marks and the System in accordance with the terms of the Franchise Agreement The Cafes are generally located within shopping centers, multi use developments, lifestyle centers, mega centers, entertainment centers, office buildings and urban locations Cafes will typically be approximately 1,500 to 2,500 square feet in size Each Cafe will offer dine-in and take out

The Cafes are established and operated under a comprehensive and unique system (the "System") The System includes distinctive signage, interior and exterior design, decor and color scheme, special recipes and menu items, including proprietary products and ingredients, uniform standards, specifications, and procedures for operations, quality and uniformity of products and services offered, inventory, management and financial control procedures (including point of sale and tracking systems), training and assistance, and advertising and promotional programs, all of which we may change, improve, and further develop, in our discretion Certain aspects of the System are more fully described in this Disclosure Document and the Manuals, which you should expect to evolve over time, that are provided to you as a franchisee (described in Item 11)

Franchise Agreement

We offer the right to establish and operate a Cafe under the terms of a single unit franchise agreement within a Designated Territory (the "Franchise Agreement"), Exhibit B to this Disclosure Document You may be an individual, corporation, partnership or other form of legal entity Under the Franchise Agreement, certain parties are characterized as Franchisee's Principals (referred to in this Disclosure Document as "your Principals") The Franchise Agreement is signed by us, by you, and by those of your Principals whom we designate as Controlling Principals In most instances, we will designate your principal equity owners and executive officers, and certain affiliated entities as Controlling Principals By signing the Franchise Agreement, your Controlling Principals agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality

and non-competition, and to personally guarantee your performance under the Franchise Agreement (see Item 15) Depending on the type of business activities in which you or your Principals may be involved, we may require you or your Principals to sign additional confidentiality and non-competition agreements

You must also designate a "General Manager" who will be the main individual responsible for operating your Cafe We recommend that you act as the General Manager

Multi-Unit Operator Agreement

In certain circumstances, we will offer to you the right to sign a Multi-Unit Operator Agreement in the form attached as Exhibit C to this Disclosure Document (the "Multi-Unit Operator Agreement") to develop multiple franchised Cafes to be located within a specifically described geographic territory (the "Exclusive Area") We will determine the Exclusive Area before you sign the Multi-Unit Operator Agreement and it will be included in the Multi-Unit Operator Agreement Under the Multi-Unit Operator Agreement, you must establish a certain number of Nature's Table Cafes (at least three Cafes) within the Exclusive Area according to a development schedule, and sign a separate Franchise Agreement for each Cafe established under the Multi-Unit Operator Agreement The Franchise Agreement for the first Cafe developed under the Multi-Unit Operator Agreement will be in the form attached as Exhibit B to this Disclosure Document For each additional Cafe developed under the Multi-Unit Operator Agreement, you must sign the form of Franchise Agreement that we are then offering to new franchisees The size of the Exclusive Area will vary depending upon local market conditions and the number of Cafés to be developed (see Item 12)

The person or entity signing the Multi-Unit Operator Agreement is referred to as the "Multi-Unit Operator" The Multi-Unit Operator Agreement contains concepts similar to the Franchise Agreement involving the "Multi-Unit Operator's Principals"

Market and Competition

The market for quick serve cafes in general is well developed and intensely competitive You will serve the general public and will compete with a variety of businesses, including locally owned to regional, national and chain cafés, some of which may be franchise systems There are also market conditions that effect all businesses generally, including a poor economy and rising gas prices, that will also have an effect on your Cafe's sales We may establish other Cafes in your area (if permitted under the Franchise Agreement) and/or sell or license others to sell products in your area Also we may sell products through the Internet, toll-free telephone numbers, catalogs, or other similar means of distribution to customers at any location, which may be located in your area See Items 12 and 16 for a description of your permitted activities and your rights, and our permitted and restricted activities and rights

Industry Regulations

Many of the laws, rules and regulations that apply to business generally have particular applicability to Nature's Table Cafes All Cafes must comply with federal, state and local laws applicable to the operation and licensing of a food service business, including obtaining all applicable health permits and/or inspections and approvals by municipal, county or state health departments that regulate food service operations If applicable to your Cafe, the Americans with Disability Act of 1990 requires readily accessible accommodation for disabled persons and therefore may affect your building construction, site elements, entrance ramps, doors, bathrooms, drinking facilities, etc You may also have to post nutritional information for menu offerings on the menu boards You should consider these laws and regulations when evaluating your purchase of a franchise

Among the licenses and permits you may need are Zoning or Land Use Approvals, Sunday Sale Permits, Sales and Use Tax Permits, Special Tax Stamps, Fire Department Permits, Food Establishment Permits, Health Permits, Alarm Permits, County Occupational Permits, Retail Sales Licenses, and Wastewater Discharge Permits There may be other laws, rules or regulations which affect your Cafe, including minimum wage and labor laws along with ADA, OSHA and EPA considerations We recommend that you consult with your attorney for an understanding of them

Each of your managers and other employees we designate must be ServSafe Certified Professional Food Managers or other similar requirements

The U S Food and Drug Administration, the U S Department of Agriculture and state and local health departments administer and enforce regulations that govern food preparation and service and sanitary conditions State and local agencies inspect Cafes to ensure that they comply with these laws and regulations

The federal Clean Air Act and various state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation Some state and local governments have also adopted, or are considering proposals, that would regulate indoor air quality, including the limitation of smoking tobacco products in public places such as Nature's Table Cafes All Nature's Table Cafes are smoke-free, regardless of whether state law permits smoking in cafes

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims NLEA applies to virtually all foods in the food supply, including food served and sold in restaurants While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA

ITEM 2
BUSINESS EXPERIENCE

President, Director and Founder – Richard Larsen

Since 1977, Mr Larsen has been President and co-owner of Vine & Harvest, Inc , Orlando, Florida, which operated under the same system that is now known as Nature's Table Cafe In 1985, it was switched to Nature's Table and then later sold to a franchisee Since 1987, Mr Larsen has been our President and Director, and is one of our founders

Senior Vice President, Director and Co-Founder – Richard Wagner

Mr Wagner has been a shareholder and Vice President of ours since January 1987, and is one of our founders Mr Wagner has also been the operator of the Nature's Table restaurant at the Melbourne Square Shopping Mall, Melbourne, Florida since 1983 Mr Wagner has served as an officer of ours since 1983

Senior Vice President and General Manager – Bryan Buffalo

Mr Buffalo has been a shareholder, Senior Vice President of Operations and our General Manager since 1984 He continues to be involved in franchise relations, unit operations and price

negotiations and procurement for us Mr Buffalo is also the owner of NAVAIR NT franchise located in Orlando, Florida since 1993

Chief Financial Officer – Barbara Larsen

Mrs Larsen has been our Chief Financial Officer since 1987 Mrs Larsen has been a co-owner of Vine & Harvest, Inc , Orlando, Florida since 1977

Director of Strategic Development - Sandra Wagner

Ms Wagner has been our Director of Strategic Development since November 2011 From November 2008 to October 2011 Ms Wagner was not employed Ms Wagner was an owner of a Natures Table Cafe in Melbourne, Florida from February 2002 to October 2008

Director of Operations – Lisa M Odom

Ms Odom has been an employee of ours since 1992, has managed several of the corporate stores, and has served in the past as Director of Training and Operations Specialist Ms Odom has been our VP of Operations since December 2005

Operations Manager – Tina Stevens

Ms Stevens has been an employee of our or our affiliated company, the Nature's Table (Garden Patch), since 1993 in Orlando, Florida, and she has been our Operations Manager since 2001 During the course of her employment with us, she has managed various corporate stores and has provided support for franchisees and corporate stores in staffing and training all in Orlando, Florida

General Manager- Michelle Skinner

Ms Skinner has been the General Manager Nature's Table (FIS location) in Orlando, Florida since December 2005 This location is also the corporate training center and Ms Skinner has been part of the team that trains new franchisees

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item

ITEM 5
INITIAL FEES

Franchise Agreement You must pay a uniform initial franchise fee of $30,000 ("Initial Franchise Fee") The Initial Franchise Fee is paid in a lump sum when you sign the Franchise Agreement and is partially refundable, as stated below The sum of $30,000 is payable by all franchisees who buy a franchise

The Initial Franchise Fee is used in part for working capital and in part for profit If you and/or your General Manager are unable to complete our initial training program to our satisfaction (after giving you an opportunity to designate a replacement General Manager), we reserve the right to terminate your Franchise Agreement and refund $5,000 of the Initial Franchise Fee to you We will retain the balance of the Initial Franchise Fee to compensate us for our efforts You must sign the documents we require, including a general release and a confidentiality and non-competition agreement, before we will refund any money The Initial Franchise Fee is not refundable under any other circumstances

In certain instances, and in our discretion, we may charge a lower initial franchise fee

Initial Inventory If your location is other than Florida you must purchase from us your initial inventory of smoothie mixes and proprietary syrups We estimate that your initial inventory of these items will cost approximately $700 This amount is not refundable

Multi-Unit Operator Agreement When you sign the Multi-Unit Operator Agreement, you must pay us a development fee equal to 100% of the initial franchise fee for the first Cafe, plus a deposit equal to 50% of the Initial Franchise Fee for each additional Cafe to be developed under the Multi-Unit Operator Agreement For example, if you commit to develop four Cafes, the development fee is calculated as $30,000 + (3 x $15,000 = $45,000) = $75,000

For the first Cafe, we will apply a portion of the development fee in full satisfaction of the Initial Franchise Fee For each additional Cafe developed, we will apply $15,000 of the development fee toward the Initial Franchise Fee due under the Franchise Agreement The balance of the Initial Franchise Fee due, or $15,000, is payable when the Franchise Agreement for that Cafe is signed The development fee must be paid in a lump sum and is non-refundable

There are no other purchases from or payments to us or any affiliate of ours that you must make before your Cafe opens

ITEM 6
OTHER FEES

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty [2 3]	5% of Gross Sales	Due on the 10th day of each month (the "Payment Day")[3]	Based on Gross Sales during the previous calendar month We may require payments by electronic funds transfer
Marketing Fund	1% of Gross Sales	Payable at the same time and in the same manner as the Royalty	See Item 11 for a detailed discussion about the Marketing Fund We have not yet begun collecting Marketing Fund contributions and may do so on 30 days' notice Currently the Marketing Fund is operated using rebates from approved suppliers
Local Advertising	2% of Gross Sales	Must be spent each calendar quarter	Payable directly to your local advertising vendors Any advertising that you propose to use must first be approved by us

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Advertising Cooperative [4]	As determined by the members	As determined by the members	See Item 11 for a discussion of advertising cooperatives
Interest	Lesser of 10% APR of balance due or highest commercial contract interest rate law allows	With payment of past due amount	Due on all overdue amounts Interest accrues from the original due date until payment is received in full
Insufficient Funds Fee	10% of the amount of the insufficient funds check, bank draft or wire transfer	When the insufficient funds instrument is redeemed	
Prohibited Product or Service Fine	$250 per day of use of unauthorized products or services	If incurred	In addition to other remedies available to us This may not be enforceable under California law
Transfer	$10,000 for single unit franchises $15,000 for multi-unit operators	Upon transfer	Due only upon transfer of agreement or controlling ownership interest in you
Transfer/ Training	$5,000	Due when training is scheduled	Transferee must train at training facility in Orlando, Florida Training fee includes one week site and staff training at franchise location
Insurance	Premiums and our costs and expenses	When billed	Due only if you fail to maintain insurance and we (at our option) obtain insurance on your behalf
Ongoing training and special assistance	Currently $300 per day plus out-of-pocket costs and expenses, but could increase if our costs increase	As incurred	We may charge you for supplemental training courses, programs and conventions we provide and for additional or special assistance or training you need or request (See Item 11)
Additional Required or Optional Training[5]	$0 to $1,000	Before training session	Training is held at the training facility in Orlando, FL Additional required training, although mandatory, has never been imposed If imposed, it would not be more frequently than twice per calendar year Optional training is charged at $200 per day, not to exceed 5 days
Relocation Inspection Fees	$300 per day plus actual expenses	Upon receipt of bill	You must pay this fee related to your request to relocate your Cafe

Column 1 Type of fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Relocation Fee	Up to $10,000	Upon receipt of bill	You must pay this fee related to your request to relocate your Cafe
Audit	Amount of underpayment, plus interest at highest legal rate, not more than 10% If underpayment is 2% or more, You must reimburse us for the audit costs (estimated to be between $1,000 and $5,000)	Upon receipt of bill	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month
Renewal Fee	None		
Management Fee	Maximum of $500 per day plus actual expenses	30 days after billing	We may step in and operate your Cafe in certain circumstances
Maintenance and Renovation[6]	Actual cost of ongoing maintenance and renovation	Upon billing and payment terms established with vendor	If you fail to maintain your Cafe and its equipment in good repair and first class appearance, we may do so at your expense after 30 days' notice We may require you to renovate your Cafe to meet our then-current image for Nature's Table Cafes, but we will not make this request more frequently than every five years
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your Cafe's operation or your business or breach of agreement
Costs and attorneys' fees	Will vary under circumstances	As incurred	Due only if we prevail in legal proceeding
National/ Regional Meetings	Actual costs of travel, hotel, meals incurred at meeting site	Upon billing and payment terms established with vendor	
New product/ supplier testing	Actual costs of testing – may range from $0 to $3,500	30 days after date of billing	Covers costs of testing new products or inspecting new suppliers you propose
Liquidated damages	Will vary under the circumstances	15 days after termination	See note 7

Notes

(1) Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us Except as noted above, all fees are non-refundable and currently are uniformly imposed

(2) Gross Sales includes all revenues, less refunds and sales taxes

(3) You must sign and deliver to us the documents that we periodically require to authorize us to debit your business checking account automatically for the Royalty, Marketing Fund Contribution and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you If we institute an automatic debit program for the Cafe, we will debit your account for the Royalty, Marketing Fund Contribution and other amounts on or after the Payment Day, based on the Gross Sales for the previous calendar month You must make the funds available for withdrawal by electronic transfer before each due date In our automatic debit program, we may require you to obtain, at your expense, overdraft protection for your business checking account in an amount that we specify

If you fail to report the Cafe's Gross Sales for any month, we may debit your account for 120% of the Royalty and/or Marketing Fund contribution that we debited for the previous month If the amount we debit from your account is less than the amount you actually owe us (once we have determined the true and correct Gross Sales of the Cafe), we will debit your account for the balance due on the day that we specify If the amount we debit from your account is greater than the amount you actually owe us (once we have determined the true and correct Gross Sales of the Cafe), we will credit the excess, without interest, against the amount that we otherwise would debit from your account during the following month

We have the right, at our sole option upon notice to you, to change periodically the timing and terms for payment of Royalties and other amounts payable to us under the Franchise Agreement For example, we may change the frequency at which we calculate payments to bi-weekly or monthly

If any state imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you

(4) Cooperatives will include all Cafes in a designated geographic area, whether owned by us, our affiliates or our franchisees Each Cafe has one vote in the cooperative No Cooperatives have been established as of the date of this Disclosure Document

(5) These amounts are estimates and approximate the average charge to you for services Charges may vary based upon the actual time spent by our staff and the duration of the training or assistance provided

(6) "Maintenance" includes items as replacement of worn out or obsolete equipment, fixtures, and signs, repair of the exterior and interior of the Cafe, and any redecorating or renovation reasonably required by us Maintenance and renovation costs may range from $0 to $25,000, depending on the type of equipment, fixtures, signs and repairs that are resultant from your use of the premises

(7) If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination

multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A SHOPPING MALL FOOD COURT LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee[1]	$30,000	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses While Training[8]	$2,500 to $5,000	As Incurred	During Training/ Before Opening	Airlines, hotels, Restaurants, Car Rental Companies, etc
Real Estate/ Rent Deposit[2] (Three months)	$8,000 to $24,000	As Arranged	Before Opening and Monthly	Your Landlord
Leasehold Improvements[4]	$3,000 to $90,000	As Arranged	Before Opening	Us, Landlord, Contractors, and Vendors
Site Inspection and Review	$0 to $5,000	As Arranged	Before Opening	Us, Contractors and Vendors
Utility and Miscellaneous Security Deposits[3]	$2,000 to $3,000	As Arranged	Before Opening	Landlord and Utility Companies
Furniture, Fixtures and Equipment[5]	$50,000 to $65,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Opening Inventory[6]	$6,000 to $10,000	As Arranged	Before Opening	Us,Approved Suppliers and Vendors
Insurance[7]	$1,200 to $2,100	Installment/ As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
Additional Funds[9] (Three Months)	$15,000 to $25,000	As Incurred	As Incurred	Operating Capital
Grand Opening Advertising	$5,000	As Arranged	As Arranged	Approved Suppliers

YOUR ESTIMATED INITIAL INVESTMENT FOR A SHOPPING MALL FOOD COURT LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Signage/ Menu Board	$5,000 to $25,000	As Arranged	As Arranged	Approved Suppliers
Miscellaneous[10]	$3,500 to $6,000	As Arranged	As Incurred	Approved Suppliers, Governmental Agencies, Accountants, Attorneys
TOTAL[11]	**$131,200 to $295,100**			

YOUR ESTIMATED INITIAL INVESTMENT FOR A STRIP MALL LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee[1]	$30,000	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses While Training[8]	$2,500 to $5,000	As Incurred	During Training/ Before Opening	Airlines, hotels, Restaurants, Car Rental Companies, etc
Real Estate/ Rent Deposit[2] (Three months)	$5,000 to $15,000	As Arranged	Before Opening and Monthly	Your Landlord
Leasehold Improvements[4]	$50,000 to $170,000	As Arranged	Before Opening	Us, Landlord, Contractors, and Vendors
Site Inspection and Review	$0 to $5,000	As Arranged	Before Opening	Us, Contractors and Vendors
Utility and Miscellaneous Security Deposits[3]	$1,400 to $3,000	As Arranged	Before Opening	Landlord and Utility Companies
Furniture, Fixtures and Equipment[5]	$65,000 to $90,000	As Arranged	Before Opening	Approved Suppliers and Vendors

YOUR ESTIMATED INITIAL INVESTMENT FOR A STRIP MALL LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Opening Inventory[6]	$6,000 to $10,000	As Arranged	Before Opening	Us, Approved Suppliers and Vendors
Insurance[7]	$1,200 to $2,100	Installment/ As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
Additional Funds[9] (Three Months)	$15,000 to $25,000	As Incurred	As Incurred	Operating Capital
Grand Opening Advertising	$5,000	As Arranged	As Arranged	Approved Suppliers
Impact Fees[10]	$1,000 to $6,000	As Assessed	Before Opening	Your Landlord or Government Authority
Miscellaneous[10]	$3,500 to $6,000	As Arranged	As Incurred	Approved Suppliers, Governmental Agencies, Accountants, Attorneys
TOTAL[11]	**$185,600 to $372,100**			

YOUR ESTIMATED INITIAL INVESTMENT FOR A OFFICE BUILDING LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee[1]	$30,000	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses While Training[8]	$2,500 to $5,000	As Incurred	During Training/ Before Opening	Airlines, hotels, Restaurants, Car Rental Companies, etc

YOUR ESTIMATED INITIAL INVESTMENT FOR A OFFICE BUILDING LOCATION (Single Unit)				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Real Estate/ Rent Deposit[2] (Three months)	$3,000 to $9,000	As Arranged	Before Opening and Monthly	Your Landlord
Leasehold Improvements[4]	$0 to $150,000	As Arranged	Before Opening	Us, Landlord, Contractors, and Vendors
Site Inspection and Review	$0 to $3,000	As Arranged	Before Opening	Us, Contractors and Vendors
Utility and Miscellaneous Security Deposits[3]	$0 to $2,500	As Arranged	Before Opening	Landlord and Utility Companies
Furniture, Fixtures and Equipment[5]	$0 to $50,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Opening Inventory[6]	$6,000 to $10,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Insurance[7]	$1,200 to $2,100	Installment/ As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
Additional Funds[9] (Three Months)	$5,000 to $15,000	As Incurred	As Incurred	Operating Capital
Grand Opening Advertising	$5,000	As Arranged	As Arranged	Approved Suppliers
Miscellaneous[10]	$3,500 to $6,000	As Arranged	As Incurred	Approved Suppliers, Governmental Agencies, Accountants, Attorneys
TOTAL[11]	**$56,200 to $287,600**			

Above are the estimates of your initial investment to open a Single Unit Franchise They do not provide for your cash requirements to cover operating losses after the initial phase or personal living expenses You must have additional sums available, whether in cash or through unsecured credit lines, or have other assets that you may liquidate or that you may borrow against, to cover your personal living expenses and any operating losses after the initial phase of your Cafe We urge you to retain the services

of an experienced accountant or financial advisor to develop a business plan and financial projections for your Cafe Your actual investment will vary depending upon local conditions particular to your geographic area or market The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable and the initial franchise fee is partially refundable in certain circumstances (see Item 5) We do not finance any portion of your initial investment

Explanatory Notes

1 ***Initial Franchise Fee*** The initial franchise fee is discussed in detail in Item 5

2 ***Real Estate/Rent*** Rent expense (sometimes first month's rent required in advance) for the Cafe will vary based on location and square footage, and other similar factors We anticipate that you will need approximately) 1,500 to 1,900 square feet of usable floor space located in a regional mall, strip center, or office building

A projected investment as to leasing space in a shopping mall or downtown business district is difficult to determine due to the many variables which must be taken into consideration, such as geographic location, square footage, site dimensions, and other relevant factors peculiar to each acquisition These considerations would also be difficult to determine for a strip shopping center location Office building location real estate costs are somewhat easier to determine as they are usually directly associated with the particular office building's prevailing rental rates

3 ***Lease, Utility and Miscellaneous Security Deposits*** You may have to pay a lease deposit (typically the last month's rent) before you can enter the premises Utility companies may require you to place a deposit and/or pay an installation fee before occupying the premises or installing telephone, gas, electricity and related utility services These deposits may be refundable under agreements made with the Landlord and utility companies

4 ***Leasehold Improvements*** The cost of construction and leasehold improvements depends upon the size and condition of the premises, the local cost of contract work and the location of the Cafe In some cases, a "vanilla shell" is available which can be used without requiring extensive demolition or renovation In other cases, the space may require extensive renovation, construction of ceilings, walls, plumbing, flooring and lighting, before finishes can be installed The range of figures for a Cafe is for the cost of reasonable renovation or leasehold improvements This figure also includes all signage necessary for the franchise location

You must acquire interior and exterior signage bearing the Marks as prescribed by us The cost of signage will vary based upon the supplier of the signage, size, number of signs, and requirements of your lease You must use at least those signs shown on the standard list of internal signs we require for every Nature's Table Cafe Some franchisees choose to have more than the standard internal and external signage quantities

Signage includes interior and exterior signs that bear the Marks The cost of signage may vary depending on the type, size, and location of the signs, and may also be affected by applicable municipal code and zoning restrictions

5 ***Furniture, Fixtures and Equipment*** The equipment estimate does not include freight or unique design alterations requested by you or as may be required by any unusual configuration of the designated site

The equipment necessary for the operation of a Nature's Table Cafe is listed in the Operations Manual You may purchase or lease approved brands and models from approved suppliers The cost of the equipment will depend on financing terms available, the size of the Cafe, brands purchased, and other relevant factors

Fixtures may include counters, shelving, signs, wall coverings, and decorations The cost of fixtures will vary, depending on the layout of the Café, and other relevant factors

You are not required to purchase any equipment, fixtures, etc from us or any specified source, unless we designate an approved supplier However, all equipment, fixtures, construction, leasehold improvements and interior decor (if applicable) must meet our standards and specifications and must be approved by us Local ordinances may result in variances in the type of required equipment, which may affect the total price

6 ***Opening Inventory*** You must purchase your initial inventory from our designated suppliers or any supplier approved according to the Franchise Agreement Initial inventory consists of various products, proprietary products, paper products, cleaning supplies, and other supplies utilized, sold, and consumed in the operation of the Cafe, and other merchandise or products sold by the Cafe The initial inventory expenditure will vary according to anticipated sales volume and current market prices for supplies If your location is other than Florida you must purchase from us your initial inventory of smoothie mixes and proprietary syrups We estimate that your initial inventory of these items will cost approximately $700 This amount is not refundable

7 ***Insurance*** You must obtain and maintain the required insurance coverage as required by us The cost of insurance will vary based on types and limits of insurance purchased, location of the Cafe, terms available and other related factors The estimate provided is for your insurance deposit

8 ***Training*** You must participate in our training programs You must involve the Cafe's manager in all of our training programs as stated in Item 11 of this Disclosure Document The fee for the initial training program is included in the initial franchise fee However, you must make arrangements for and pay for the expenses of any persons attending the training program on your behalf, including transportation, lodging, meals and wages The amount will depend, in part, on the distance you must travel and the type of accommodation you choose The estimate is for attendance of three people

9 ***Additional Funds*** An amount of working capital is projected as sufficient to cover operating expenses for three months, including Royalty Fees, employee salaries and overhead, but excluding salary for an owner-operator However, we cannot guarantee that this amount will be sufficient or 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 our product, the prevailing wage rate, competition, and the sales level reached during the initial period

10 ***Miscellaneous*** We cannot guarantee that an amount of miscellaneous expense will be sufficient This range would include any consulting costs or any other outside professional fees, such as accounting or legal expenses, incorporation expenses, and similar expenditures you may incur Other

miscellaneous costs might include special use permits, additional impact or use fees, credit card machine set-up costs, training costs and other "soft" costs incurred by you, as applicable

You may have to pay business license fees and other similar fees before beginning operations These fees will vary depending upon local government requirements Impact fees are also paid before beginning operations An impact fee is a one time fee paid to your local government for the use of the infrastructure (development) within your area and are normally based on a per feet basis, therefore, the size of your location will affect the amount of impact fees you will pay before opening

There are no other fees to be paid by you to us to begin operation of the Cafe Any fees paid to us are not refundable, fees paid to any third party may be refundable, depending upon the contracts, if any, between the third party and you

11 Total We relied upon our actual experience and the experience of our affiliates and franchisees to compile these estimates You should review these figures carefully with a business advisor before making any decision to purchase the Nature's Table franchise

We cannot guarantee that this amount will be sufficient or 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 our product, the prevailing wage rate, competition, and the sales level reached during the initial period We do not offer, either directly or indirectly, financing to you for any items However, we may provide assistance to you in obtaining financing Our estimates do not include any revenue your Cafe may generate during the initial period

Multi-Unit Operator Agreement

We have not included a separate chart for a Multi-Unit Operator We anticipate that a Multi-Unit Operator will incur the estimates described above for each Café developed under the Multi-Unit Operator Agreement, subject to inflation and other increases over time If you sign a Multi-Unit Operator Agreement, your professional fees, such as legal and financial fees, may be higher

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease and install all fixtures, furnishings, equipment, decor items, signs and related items we require, all of which must conform to the standards and specifications in our Manual (as defined in Item 11) or otherwise in writing You may not install or permit to be installed on the Cafe premises any fixtures, furnishings, equipment, decor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications

To make sure that the highest degree of quality and service is maintained, you must operate the Cafe in strict conformity with the methods, standards and specifications that we prescribe in the Manual or otherwise in writing You must maintain in sufficient supply and use and sell at all times only those food and beverage items, ingredients, products, materials, supplies and paper goods that meet our standards and specifications All menu items must be prepared in accordance with the recipes and procedures specified in the Manual or other written materials You must not deviate from these standards and specifications by the use or offer of non-conforming items, or differing amounts of any items, without obtaining our written consent first You must sell and offer for sale only those menu items, products and services that we have expressly approved for sale in writing You must offer for sale all products and services required by us in the manner and style we require, including dine-in and carry-out services You

must not deviate from our standards and specifications without obtaining our written consent first You must discontinue offering for sale any items, products and services we may disapprove in writing at any time We can, and expect to, modify our standards and specifications as we deem necessary We will provide you notice in the Manual or other methods (such as by e-mail) of any changes in the standards and specifications

You must permit us or our agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from your inventory or from the Cafe free of charge for testing by us or by an independent laboratory to determine whether the samples meet our then-current standards and specifications In addition to any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications (see Item 6)

You must obtain all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including point of sale, computer hardware and software), and other products used or offered for sale at the Cafe solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then-current standards or in accordance with our standards and specifications We do not make our supplier evaluation criteria available to you or any supplier

Currently we are one source of supply (but not the only source of supply) for the smoothie mixes and syrups used by franchisees During the fiscal year ended December 31, ~~2015~~2016, we had total revenue of $1,~~451,183~~532,643 of which ~~$3,644.80~~513.60 (or less than 1%) was from our direct sale of smoothie mixes and syrups to franchisees

The following officers listed in Item 2 have an ownership interest in us, and we are an approved supplier Bryan Buffalo, Dick Larsen and Richard Wagner There are no other approved suppliers in which any of our officers owns an interest

If you wish to purchase, lease or use any products or other items from an unapproved supplier, you must submit a written request for approval, or must request the supplier to do so We must approve any product or supplier in writing before you make any purchases of that product or from that supplier We can require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, either to us or to an independent laboratory, for testing There is no stated fee for processing a request, but you may be asked to pay the cost of reviewing any proposed changes in, or deviations from, approved products or suppliers We reserve the right to re-inspect the facilities and products of any approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current standards Our supplier approval procedure does not obligate us to approve any particular supplier However, we will notify you within 45 days after we complete the inspection and evaluation process of our approval or disapproval of any proposed supplier We are not required to make available to you or to any supplier our criteria for product or supplier approval

We have and may continue to develop for use in the System certain products which are prepared from confidential proprietary recipes and other proprietary products which bear the Marks Because of the importance of quality and uniformity of production and the significance of those products in the System, it is to your and our benefit that we closely control the production and distribution of those products Therefore, you will use only our proprietary recipes and other proprietary products and will purchase those items solely from us or from a source designated by us all of your requirements for those products

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System As of the date of this Disclosure Document,

there are no purchasing or distribution cooperatives for any of the items described above in which you must participate

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Cafes in our System If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System or the franchised network of Cafes

We and/or our affiliates may receive payments or other compensation from approved suppliers on account of the suppliers' dealings with us, you, or other Cafes in the System, such as rebates, commissions or other forms of compensation We and our affiliates may use all amounts received from suppliers, whether or not based on your and other franchisees' prospective or actual dealings with them, without restriction for any purposes that we and our affiliates deem appropriate As of December 31, ~~2015~~2016, we received ~~$217649 64~~220,842 from required purchases or 14 ~~94~~ % of our total revenue of $1,~~451,183~~532,643

The rebate breakdown includes Coke Bottling – rebate $1 00 per case (Florida only), Coke Fountain Marketing fund earned $0 30 per gallon, Hormel – rebate ~~$3 20 per case on turkey, $2 00 on ham Florida only~~ 04 per pound multi -Unit, 02 per pound Hormel logo, Kustom Pak – chicken breast rebate $1 50 per case and diced white chicken (Pt Orange only) $1 50 per case, Chef ~~Creations~~Creation Kettle Cuisine – rebate 1%, Florida Natural Flavors – rebate-proprietary mix $0 50 per ½ gallon, pomegranate and mango passion rebate $1 00 per gallon, berry blend $ 50 per gallon, Ole Mexican Jalenpeno Cheddar and Spinach wrap only 75 per case Boulder Chips rebate $1 65 per case, Lantmannen Bakeries- rebate $1 00 per case USFoodservice/Premiere-Value Four GPO – national account pricing/rebate 2% total purchases

Additional NT Corporate Incentives through USF/Premier Value Four (not earned ~~2015~~2016)
Direct Parent Incentive – 60% CMA purchases plus 85% Affirmed Spend equates to an additional 1% from USF/Premier Team Four

Nature's Table has introduced the premier Corporate Managed Agreement Rebate(CMAR) program which allows the Franchisees to receive rebates on items purchased

Franchisee Incentives through USF/Premier Value Four
CMAR – all items labeled CMAR Committed Manufacturers Agreements Rebate reflect additional rebate monies paid by check on a bi-yearly basis
New Business Incentive – 2% rebate for first 6 months of new business
Drop Size – locations maximizing their drop size by averaging orders of $2500-$2999 will earn an additional 7% of sales back on a quarterly basis Payments issued through a credit
DSO/Prompt Pay – pay invoices 17 days or less, you will earn quarterly incentives paid directly to your location of 0 10% Paying within 10-15 days earns 20% and 0 to 10 days payment will earn as additional 0 35% Payments issued through a credit
Earned Tier Adjustment – USF purchases over $3000 per delivery earns a Tier Pricing Adjustment to "A" pricing This equates to an adjustment of 1 15% lower pricing

Since 1992, our franchisees have benefitted from these payments because we use these funds exclusively to offset the collection of the 1% Marketing Fund Contribution as described in Item 6 We

reserve the right to begin collecting the Marketing Fund Contribution in addition to these revenues at any time we deem the collection of additional marketing fees advisable and necessary

We estimate that your purchases from US Foodservice, us or approved suppliers, or that must conform to our specifications, will represent approximately 60% to 70% of your total purchases in establishing the Cafe, and approximately 80% to 85% of your total purchases in the continuing operation of the Cafe

When determining whether to grant new or additional franchises we consider many factors, including compliance with the requirements described above

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Cafe) and other items we designate must bear the Marks (see Item 13) in the form, color, location and manner we prescribe In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements in the Manual or otherwise You must obtain our approval before you use any advertising and promotional materials and plans if we have not prepared or approved them during the 12 months before their proposed use Any advertising and promotional materials you submit to us for our review will become our property

You must obtain our approval of the site for the Cafe before you acquire the site You must also obtain our approval of any contract of sale or lease for the Cafe before you sign the contract or lease At our request, you and your landlord must sign a Conditional Assignment of Lease with us (Exhibit B to the Franchise Agreement) which permits that your lease can be assigned to us on expiration or termination of your Franchise Agreement

Before you open your Cafe, you must obtain the insurance coverages we require Our current insurance requirements are described below We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual or otherwise in writing This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from a responsible, duly licensed carrier or carriers acceptable to us All insurance must be on an "occurrence" basis

We currently require our franchisees to have the following insurance coverages

General Liability coverage
You are required to secure General Aggregate insurance in the amount of $2,000,000, Products and Completed Aggregate in the amount of $2,000,000, with a $1,000,000 limit per occurrence

Property coverage requirements are as follows
You are required to secure coverage on all property, including fixtures, equipment, supplies, inventory, improvements and betterments written on replacement cost basis, on special form
You must also secure business interruption coverage written on an actual loss sustained basis

Workers' Compensation requirements as follows
Statutory coverage of $500,000/$500,000 for employer's liability limits

Additional insured requirement on General liability
You are required to name Nature's Table Franchise Company as an additional insured for General Liability The coverage certificate must state that Nature's Table Franchise Company is added as an additional insured for claims including products and completed operations

Waiver of Subrogation
The general liability policy should contain a waiver of subrogation in favor of Nature's Table Franchise Company

Endorsements are required We require you attach the additional insured endorsement to the certificate The actual endorsement form is required and should be the 2010 07 04 and 2037 07 04 (or equivalent)

Auto Liability
Auto liability coverage is required with a combined single limit of at least $500,000 If you do not own an automobile, Hired and Non-Owned Automobile Liability is required for $500,000

In addition, related to any construction, renovation or remodeling of the Cafe, you must maintain builders risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us All of the policies must name us, those of our affiliates that we specify, and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds and must include a waiver of subrogation in favor of all those parties

We have the right to require that you obtain from your insurance company a report of claims made and reserves set against your insurance We reserve the right to change our insurance requirements during the term of your Franchise Agreement, including the types of coverage and the amounts of coverage, and you must comply with those changes

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

In the table below, the following abbreviations have these meanings FA means the Franchise Agreement, and MUOA means the Multi-Unit Operator Agreement

	Obligation	Section in Agreement	Item in Disclosure Document
a	Site selection and acquisition/ lease	FA – Section 2 MUOA – Section 3	Items 8 and 11
b	Pre-opening purchases/leases	FA – Sections 6, 7 and 8	Items 5, 6, 7, 8 and 11
c	Site development and other pre-opening requirements	FA – Section 2	Items 1, 8 and 11
d	Initial and ongoing training	FA – Section 6	Items 5, 6 and 11
e	Opening	FA – Section 6	Items 5, 6 and 11
f	Fees	FA – Sections 3, 4, 5, 7, 8, 11, 14 and 18 MUOA – Sections 2 and 3	Items 5 and 6

	Obligation	Section in Agreement	Item in Disclosure Document
g	Compliance with standards and policies/operating manual	FA – Sections 2, 3, 6, 8, 9, 10, 11 and 12	Items 11 and 14
h	Trademarks and proprietary information	FA – Sections 9 and 10 and Attachment D MUOA – Section 7	Items 11, 13 and 14
i	Restrictions on products/services offered	FA – Section 7 MUOA – Section 7	Items 8 and 16
j	Warranty and customer service requirements	FA – Section 7	Item 8
k	Territorial development and sales quotas	MUOA – Section 3	Item 12
l	Ongoing product/service purchases	FA – Section 7	Items 6 and 8
m	Maintenance, appearance and remodeling requirements	FA – Sections 2, 7 and 14	Items 8 and 11
n	Insurance	FA – Section 12	Items 7 and 8
o	Advertising	FA – Section 8	Items 6, 8 and 11
p	Indemnification	FA – Section 15 MUOA – Section 14	Item 6
q	Owner's participation/ management/staffing	FA – Sections 6, 14, 15 and 19 MUOA – Section 7	Items 1, 11 and 15
r	Records and reports	FA – Sections 4, 7 and 11	Item 6
s	Inspections and audits	FA – Sections 2, 7 and 11 MUOA – Section 12	Items 6, 8 and 11
t	Transfer	FA – Section 14 MUOA – Section 11	Items 6 and 17
u	Renewal	FA – Section 3 MUOA – Section 5	Items 6 and 17
v	Post-termination obligations	FA – Section 18 MUOA – Section 10	Items 6 and 17
w	Non-competition covenants	FA – Section 10 and Attachment D MUOA – Section 12	Item 17
x	Dispute resolution	FA – Section 19 MUOA – Section 19	Items 6 and 17
y	Liquidated damages	FA –Section 18	Item 6

ITEM 10
FINANCING

We do not offer, either directly or indirectly, any financing arrangements to you We do not guarantee your notes, leases or other obligations

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

Except as listed below, Nature's Table Franchise Company is not required to provide you with any assistance

Pre-Opening Obligations

Multi-Unit Operator Agreement Under the Multi-Unit Operator Agreement we will provide you with the following assistance

1 We will grant to you exclusive rights to an Exclusive Area within which you will assume the responsibility to establish and operate an agreed-upon number of Nature's Table Cafes under separate Franchise Agreements (Multi-Unit Operator Agreement – Section 1 1)

2 We will review site survey information on sites you select for conformity to our standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Cafe (Multi-Unit Operator Agreement – Section 8 1)

3 We will provide you with standard specifications and layouts for building and furnishing the Cafe (Multi-Unit Operator Agreement – Section 8 2)

4 We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications (Multi-Unit Operator Agreement – Section 8 3)

5 We may conduct on-site evaluations, as we deem advisable, as part of our evaluation of the site for a Cafe (Multi-Unit Operator Agreement – Section 8 4)

6 We will provide other resources and assistance as may be developed and offered to our Multi-Unit Operators (Multi-Unit Operator Agreement – Section 8 5)

Franchise Agreement Before the opening of a Cafe we will provide the following assistance and services

1 Our written site selection guidelines and the site selection assistance we deem advisable (Franchise Agreement, Section 5 1) We will also determine the boundaries of your Designated Territory (see Item 12)

2 Site location assistance, if you request that we provide this, which will be at your cost (Franchise Agreement, Section 5 2)

3 On loan, one set of prototypical architectural and design plans and specifications for a Cafe for adaptation by you, at your expense (Franchise Agreement, Section 5 3)

4 On loan, our Confidential Operations Manual, which we may revise during the term of your Franchise Agreement (Franchise Agreement, Sections 5 4 and 10 1)

5 A list of our approved suppliers, which is subject to change during the term of your Franchise Agreement (Franchise Agreement, Sections 5 9 and 7 4)

6 An initial training program at our headquarters and at your Cafe, as described below (Franchise Agreement, Sections 5 10 and 6 4)

7 Review of and assistance with your grand opening advertising campaign to promote the opening of your Cafe (Franchise Agreement, Section 8 8)

Post-Opening Obligations

Franchise Agreement During the operation of a Cafe we will provide the following assistance and services

1 As we reasonably determine necessary, visits to and evaluations of the Cafe and the products and services provided to make sure that our high standards of quality, appearance and service of the System are maintained (Franchise Agreement, Sections 5 5 and 7 5 6)

2 Advertising and promotional materials for in-store marketing and Local Advertising for the Café at a reasonable cost to you (Franchise Agreement, Section 5 6)

3 Advice and written materials (including updates to the Manual) concerning techniques of managing and operating the Cafe, including new developments and improvements in equipment, food products, recipes, packaging and preparation (Franchise Agreement, Section 5 7)

4 Training programs and seminars and other related activities regarding the operation of the Cafe as we may conduct for you or Cafe personnel generally, which may be mandatory for you, your General Manager and other Cafe personnel (Franchise Agreement, Section 6 4 2)

5 At your request, additional on-site training at your Cafe You must pay our per diem fee for each trainer providing the training as well as reimburse our expenses (see Item 6) (Franchise Agreement, Section 6 4 4)

6 Administration of the marketing fund (Franchise Agreement, Section 8 3)

7 Indemnification against and reimbursement for all damages for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), if you and your Principals have fully complied with the terms of the Franchise Agreement (Franchise Agreement, Section 9 4)

8 Provide suggestions regarding the minimum and/or maximum prices you may charge, as permitted by applicable law (Franchise Agreement – Section 7 15)

Grand Opening Advertising You must spend at least $5,000 on a grand opening advertising campaign to promote the opening of your Cafe This amount must be spent in the 30 days before and 30 days after the Cafe opens Your grand opening advertising campaign must be approved by us before you may begin it, and we may require that your campaign include promotional give-aways At our request,

you must give the money for your grand opening advertising campaign to us and we will conduct your grand opening advertising campaign for you

Marketing Fund Recognizing the value of advertising and marketing to the goodwill and public image of Nature's Table Cafes, we reserve the right to establish and administer and control a Marketing Fund If we require, you must contribute 1% of your Cafe's Gross Sales to the Marketing Fund Nature's Table Cafes that we and our affiliates own will contribute to the Marketing Fund on the same basis as franchisees As described in Item 8, we use rebates that we receive from approved suppliers to conduct Marketing Fund activities and as of December 31, 2015 we have not collected Marketing Fund contribution from our franchisees

The Marketing Fund is maintained and administered by us or our designee as follows

1 We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation The Marketing Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Cafes operating under the System We may use monies from the Marketing Fund to present refresher training programs or to present an annual meeting of our franchisees Any Cafes operated by us or our affiliates will contribute to the Marketing Fund generally on the same basis as you In administering the Marketing Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or to make sure that any particular franchisee benefits directly or *pro rata* from the placement of advertising

2 The Marketing Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns, direct mail and outdoor billboard advertising, public relations activities, employing advertising agencies, development and maintenance of our Website, and costs of our personnel and other departmental costs for advertising that we administer or prepare internally All sums you pay to the Marketing Fund will be maintained in a separate account We may reimburse ourselves out of the Marketing Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Marketing Fund and advertising programs for you and the System The Marketing Fund and its earnings will not otherwise benefit us The Marketing Fund is operated solely as a conduit for collecting and expending the Marketing Fund Contributions as outlined above Any sums paid to the Marketing Fund that are not spent in the year they are collected will be carried over to the following year

3 We will prepare an annual statement of the operations of the Marketing Fund that will be made available to you if you request it We are not required to have the Marketing Fund statements audited

4 Although the Marketing Fund is intended to be perpetual, we may terminate the Marketing Fund at any time The Marketing Fund will not be terminated until all monies in the Marketing Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis If we terminate the Marketing Fund, we have the right to reinstate it at any time and you must again contribute to the Marketing Fund

We currently advertise the Cafes and the products offered by the Cafes primarily using point of purchase advertising materials, direct mail, electronic and internet marketing, public relations and promotions, and print media As the number of Cafes in the System expands, we envision using other forms of media, including television, radio, internet, magazine and newspaper advertising campaigns, and direct mail and outdoor billboard advertising The majority of our advertising is developed by members

of our staff or third-party consultants No money will be spent from the Marketing Fund for advertising that is primarily a solicitation of franchise sales No money was spent by the Marketing Fund in 2014

Local Advertising You must conduct Local Advertising in your Designated Territory and you must spend at least 2% of your Cafe's Gross Sales each calendar quarter for local advertising If your landlord requires you to participate in any marketing or promotion fund, the amounts you pay may be applied towards satisfying your Local Advertising obligations, if first approved in writing by us We must approve all advertising before you use it You must provide us with a marketing expenditure report within 30 days of our request to show that you have complied with the Local Advertising requirements

Any advertising that you propose to use that has either not been prepared by us or has not been approved by us in the immediately preceding 12 month period must be submitted to us for our approval before you may use it We will have 15 days after receipt of all materials to approve or disapprove of the proposed advertising materials Unless we provide our specific approval of the proposed advertising materials, the materials are deemed not approved Any materials you submit to us for our review will become our property, and there will be no restriction on our use or distribution of these materials

We reserve the right to require you to include certain language in your local advertising, such as "Franchises Available" and our website address and telephone number

Cooperative Advertising We may designate any geographic area in which two or more Cafes are located as a region for purposes of establishing a marketing Cooperative, or we may approve of the formation of a marketing Cooperative by our franchisees The members of the Cooperative for any area will consist of all Cafes, whether operated by us, our affiliates or our franchisees We have the right to dissolve, merge or change the structure of the Cooperatives Each Cooperative will be organized for the exclusive purposes of administering advertising programs and developing, subject to our approval as described above, promotional materials for use by the members in Local Advertising If a Cooperative has been established for a geographic area where your Cafe is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must become a member of the Cooperative If the Cooperative will operate according to written documents, we must approve of these documents, and a copy of the Cooperative documents applicable to the geographic area in which your Cafe will be located will be provided to you if you request it

The payments you make to a Cooperative may be applied by you toward satisfaction of your Local Advertising requirement, but if the amount you contribute to a Cooperative is less than the amount you must spend on Local Advertising, you must still spend the difference locally All contributions to the Cooperative will be maintained and administered in accordance with the documents governing the Cooperative, if any The Cooperative will be operated solely as a conduit for the collection and expenditure of the Cooperative fees for the purposes outlined above No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without first obtaining our approval Currently there are no Cooperatives in the System The Cooperative is not required prepare an annual financial statement

Neither the Marketing Fund nor any Cooperative will use any funds for advertising that is principally a solicitation for the sale of franchises for Cafes We are not obligated to spend any amount on advertising in your Designated Territory

Website We or one or more of our designees may establish the System Website If we include information about the Cafe on the System Website, you must give us the information and materials that we periodically request concerning the Cafe and otherwise participate in the System Website in the manner that we periodically specify By posting or submitting to us information or materials for the

System Website, you are representing to us that the information and materials are accurate and not misleading and do not infringe any third party's rights

We own all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website, the log of "hits" by visitors, and any personal or business data that visitors (including you and your personnel) supply We may use the Marketing Fund's assets to develop, maintain and update the System Website We may implement and periodically modify System Standards relating to the System Website and, at our option, may discontinue the System Website, or any services offered through the System Website, at any time

All advertising, marketing and promotional materials that you develop for the Cafe must contain notices of the System Website's URL in the manner we periodically designate We do not restrict the use of internet or web page advertising within or outside of your Designated Territory, but the advertising content must be approved by us before it is used Nothing limits our right to maintain websites other than the System Website or to offer and sell products and services under the Marks from the System Website, another website or otherwise over the Internet without payment or other obligation

You are strictly prohibited from promoting your Café and/or using the Proprietary Marks in any manner on social and/or networking websites, such as Facebook, Instagram, Foursquare, LinkedIn, MySpace and Twitter, without our prior written consent We will control all social media initiatives You must comply with our System standards regarding the use of social media in your Cafe's operation, including prohibitions on your and the Cafe's employees posting or blogging comments about the Cafe or the System, other than on a website established or authorized by us ("social media" includes personal blogs, common social networks like Facebook, Instagram, Foursquare and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools) We will provide access to branded social media pages/handles/assets, and you must update these regularly We reserve the right to conduct collective/national campaigns via local social media on your behalf

Advisory Council We reserve the right to establish an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, food products, and other items If we choose to establish an advisory council, its members will include franchisee representatives and our representatives The franchisee representatives may be chosen by us or elected by other franchisees in the System If established, the advisory council will act in an advisory capacity only and will not have decision making authority We have the right to form, change, merge or dissolve any advisory council at any time If you participate on an advisory council, you will pay any expenses related to your participation, such as travel, lodging and meals expenses while attending council meetings

Training No later than 60 days before the date the Café begins operation, you or your General Manager and two additional employees (for a maximum of three people) must attend and complete, to our satisfaction, our initial training program We will conduct this training at our corporate headquarters in Orlando, Florida, at one of our Nature's Table Cafes, and on-site at your Cafe Initial training programs will be offered at various times during the year depending on the number of new franchisees entering the System, replacement general managers and other personnel needing training, the number of new Cafes being opened and the timing of the scheduled openings of Cafes

We will provide instructors and training materials for the initial training of you or your General Manager and one additional employee for no additional fee, but you must pay the expenses incurred by you and your trainees while attending training You may also have additional personnel trained by us for the Cafe, at your expense (see Item 6) We will determine whether the General Manager has satisfactorily completed initial training If the General Manager does not satisfactorily complete the initial training

program or if we determine that this person cannot satisfactorily complete the training program, you must designate a replacement to satisfactorily complete the training before you will be permitted to open your Cafe Any General Manager subsequently designated by you must also receive and complete the initial training to our satisfaction, even if this requires sending that manager to the headquarters training program, at your expense We reserve the right to charge a reasonable fee for the initial training we provide to a replacement or successor employee if we have not approved you to provide the training (see Item 6) You must also pay for all expenses you and your General Manager and other personnel incur for any training program, including costs of travel, lodging, meals and wages

If, during the term of your Franchise Agreement, you request that we provide additional training on-site at your Cafe, you must pay our then-current per diem fee for each trainer we provide, and you must reimburse us for any expenses our trainers incur, such as costs of travel, lodging, and meals (see Item 6)

Our formal training program will be directed by Lisa Odom, our V P of Operations Ms Odom will be assisted in training by Maureen Burch~~, Kate Marchenko~~, Austin Rivera and Tina Stevens, who are members of our staff Other members of our staff and our officers may provide some aspects of training The biographical information for Ms Odom and Ms Stevens is included in Item 2 of this Disclosure Document Lisa Odom has trained Nature's Table franchisees since 1994 She has over ~~21~~22 years of food industry training experience Tina Stevens has trained Nature's Table franchisees since 2001, and she has over ~~20~~21 years of food industry training experience Ms Burch~~, Ms Marchenko~~ and Mr Rivera have over ~~3~~4 years of experience training Nature's Table Café franchisees We reserve the right to make changes in our training staff as we deem necessary and advisable without prior notice

The instructional materials used in the initial training consist of our Operations Manual, marketing and promotion materials, and any other materials that we believe will be beneficial to our franchisees in the training process

The training schedule and activities of the initial training program are described below

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
ORIENTATION, OUTLINE AND STORE TOUR	8	8	Our headquarters in Orlando, Florida
ON THE JOB TRAINING-Salads, Smoothies, Sandwiches, Register, End of Day Paperwork, Ordering, Opening and Closing of Store, General Operations	4	32	Nature's Table Cafe in Orlando, Florida

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The-Job Training	Column 4 Location
CLASSROOM TRAINING-Food Costs, Labor Costs, Fixed Costs, Sales Tax, Royalties, Profit and Loss Statements, Employee Management, Accounting and Cash Systems	3	0	Our headquarters in Orlando, Florida
ON THE JOB TRAINING-Mastering preparation of all menu items, Mastering frontline serving (sandwich bar, smoothies, register, soups, salads, and hot foods)	0	32	Nature's Table Cafe in Orlando, Florida
REVIEW & EVALUATION	8	0	Our headquarters in Orlando, Florida
ON-SITE STORE ASSISTANCE	0	40	Your Cafe
Total Hours	**25**	**112**	

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the experience of those persons being trained

In addition to the initial training program and any additional on-site assistance or training you request, as described above, we may offer refresher training programs or an annual meeting of our franchisees We may designate that attendance at any refresher training program or annual meeting is mandatory for you and/or your General Manager We will choose the location for any refresher training or annual meeting, which may be our headquarters, a conference center or resort close to our headquarters or a hotel We expect that refresher training and/or annual meetings will be held in Florida and will last for up to 7 days for refresher training and up to 3 days for an annual meeting Refresher training programs generally include training in new methods and techniques, as well as an overview of basic concepts for operating a Nature's Table Café Annual meetings may include some training, but generally give our franchisees the opportunity to meet each other and exchange ideas The annual meeting also give us an opportunity to discuss with our franchisees ideas to improve the System, menu items, marketing and other items of general interest We do not charge you a fee for presenting any refresher training program or annual meeting, or we may use money from the Marketing fund to pay these costs You must pay for the expenses of your trainees/attendees, including travel, lodging, meals and wages, which will depend on the distance you must travel and the accommodations you choose

Operations Manual The Table of Contents for our Operations Manual is attached to this Disclosure Document as Exhibit F Our Operations Manual contains approximately 204 pages The subjects of the Manual and pages of each subject are (i) Side Pocket, 32 pages, (ii) Operations, 52 pages,

(iii) Employee, 23 pages, (iv) Marketing, 38 pages, (v) Forms, 12 pages and (vi) Back Pocket, 47 pages (vii) Catering, 14 pages

Site Selection and Opening You must assume all costs, liabilities, expenses and responsibility for locating, obtaining and developing a site for the Café and for constructing and equipping the Cafe at the accepted site You will select the site for the Cafe subject to our approval and using our site submittal forms and/or criteria The Cafe may not be relocated without first obtaining our written consent Before you lease or purchase the site for the Cafe, you must locate a site that satisfies our site selection guidelines If you request that we conduct an on-site evaluation, then before we conduct the on-site evaluation, you must submit to us in the form we specify a description of the site, including evidence that the site satisfies our site selection guidelines, together with other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site For any on-site evaluation or other location assistance, you must pay our then-current per diem fee and reimburse our costs related to the evaluation

You must submit information and materials for the proposed site to us for approval no later than 90 days after you have signed the Franchise Agreement We will have 30 days after we receive this information and materials from you to approve or disapprove the proposed site as the location for the Cafe If we do not provide our specific approval of a proposed site, the site is deemed not approved We do not warrant or guarantee that your Cafe will be successful at any site that we approve Our approval only means that the site meets our minimum requirements for a Cafe

We will provide you with our current written site selection guidelines and any other site selection counseling and assistance we think is advisable Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), aerial photography, size and other physical attributes of the location, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities and other businesses that attract consumers and generate traffic We may use these and other factors, including general location and neighborhood, traffic patterns, availability of parking, and ease of access to the location, in our review of your proposed site

We estimate that the time from when the Franchise Agreement is signed to the opening of the Cafe will be approximately five months This time may be shorter or longer depending on the time necessary to obtain an accepted site, to obtain financing, to obtain the permits and licenses for the construction and operation of the Cafe, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Cafe, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Cafe, including purchasing inventory and supplies You must open the Cafe and begin business within 90 days after you sign the lease, sublease or purchase agreement for the approved site, unless you obtain a written extension of this time period from us If you are unable to find a suitable location for your Cafe within 90 days after you sign the Franchise Agreement, we reserve the right to terminate your Franchise Agreement

If you are a Multi-Unit Operator, you must sign your first Franchise Agreement at the same time you sign the Multi-Unit Operator Agreement The typical length of time between the signing of the Franchise Agreement and the opening of your Cafe is the same as for an individual franchisee

Computer and Point of Sale Systems We do not require you to purchase a particular brand of computer systems, or a particular software program or programs We do require you to use one of the recommended brands of electronic cash registers, as described in the Manual, and the use of one of the recommended brands is mandatory For example, one approved combination is the MICROS 3700 POS

with QuickBooks accounting software The MICROS 3700 is a true 32-bit application designed to run under Microsoft® Windows® 95, 98, NT or Windows® 2000 The software easily integrates with OPOS-compliant peripheral hardware including printers, cash drawers, and pole displays We estimate that the initial cost of your system, depending upon the grade of the system you choose, will range from $6,000 to $10,000 We also make recommendations in the Manual for computer systems and certain brands of software to be used in the Cafe None of these systems are mandatory, and none of these recommendations are proprietary to us We will, upon request, assist you in the selection of your electronic cash register, computer hardware or software acquisitions for the Cafe The maintenance, repairs and or updates to the computer system are also not governed by us Neither we nor any affiliate of ours will provide you with any maintenance, repairs or updates Once you have purchased one of the recommended brands, that purchase is sufficient You must maintain an electronic cash register or computer system in working order for your Cafe

We have the right under the Franchise Agreement to have access to and independently examine and copy your books and records, including the data recorded by your electronic cash register and computer systems We do not currently have independent access to the information stored in the cash registers, but we reserve the right to do this at any time and you must provide us electronic access to your systems when we request it

We may periodically modify specifications for and components of the computer system These modification and/or other technological developments or events may require you to purchase, lease and/or license new or modified computer hardware, software and other components and to obtain service and support for the computer system There is no contractual limitation on our right to modify our specifications or your cost to comply with our modifications

ITEM 12
TERRITORY

Franchise Agreement Your Franchise Agreement will specify the site that will be the Approved Location for your Cafe Your Franchise Agreement may also specify a Designated Territory The Designated Territory is not the same area as, and will be smaller than, the trade area in which you will be looking for a site If your Cafe is located in a free-standing building or strip center, the Designated Territory will be a three-mile radius from the location If your Cafe is located within a food court, mall, or other similar non-traditional setting (such as an office building, airport terminal or college campus), the Designated Territory will be limited to the building, terminal or campus, as applicable

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a Cafe in the Designated Territory, except as may be permitted under the Franchise Agreement and those exceptions are described below There are no circumstances under which the Designated Territory may be altered before your Franchise Agreement expires or is terminated Your territorial protection does not depend on your achieving a certain sales volume, market penetration, or other factor, other than compliance with the Franchise Agreement

If, during the term of the Franchise Agreement, you wish to relocate your Cafe, or if the Cafe is damaged or destroyed and cannot be repaired within 60 days, you must submit to us in writing the materials we require to consider your request, including information concerning the proposed new location for the Cafe You must also meet certain other requirements, such as being in compliance with the Franchise Agreement, the location meets our then-current requirements for a Nature's Table Cafe and is located within your Designated Territory, payment of our relocation fee, and you must sign our then-current form of Franchise Agreement If we permit you to relocate, you will not pay a new initial franchise fee when you sign the new Franchise Agreement

Except as expressly limited by the Franchise Agreement, we and our affiliates retain all rights with respect to Cafes, the Marks, and any products and services anywhere in the world including the right (a) to produce, offer and sell and to grant other the right to produce, offer and sell the products offered at Cafes and any other goods through similar or dissimilar channels of distribution, both within and outside the Designated Territory, under the Marks or other trade and service marks and under any terms and conditions we deem appropriate, (b) to operate and to grant others the right to operate Cafes located outside the Designated Territory under any terms and conditions we deem appropriate and regardless of proximity to your Cafes, and (c) the right to acquire and operate a business operating one or more cafes or food service businesses located or operating in your Designated Territory, but any acquired cafes or food service businesses will not operate in your Designated Territory using the Marks

You may sell our products to retail customers and prospective retail customers who live anywhere but who choose to dine at or from your Cafe While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory, you may not make any sales or deliver any products to customers located outside of your Designated Territory, unless the customer is located in an area where there is not another Nature's Table Cafe in operation You have no options, rights of first refusal, or similar rights to acquire additional franchises You may not sell any products to any business or other customer at wholesale

Neither we nor our affiliates are restricted from soliciting or accepting orders from consumers inside the Designated Territory without compensation to you We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales in your Designated Territory under the Marks and other trademarks You are not restricted from soliciting or accepting orders from consumers outside of the Designated Territory (if we approve the solicitation materials and programs) (See Item 11) You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales (as opposed to advertising and marketing) outside of the Designated Territory, because you may only make sales at the Cafe

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark We describe earlier in this Item 12 what we may do anywhere and at any time

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned Cafe which sell our products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent

Multi-Unit Operator Agreement Under the Multi-Unit Operator Agreement we grant you the right to develop and operate the number of Nature's Table Cafes in the Exclusive Area that is specified in the Development Schedule, which is an exhibit to the Multi-Unit Operator Agreement The Exclusive Area is typically described in terms of municipal or county boundaries but may be defined as a specified trade area in a municipality The actual size of the Exclusive Area will vary depending upon the availability of contiguous markets, our long range development plans, your financial and operational resources, population and market conditions Our designation of a particular Exclusive Area is not an assurance or warranty that there are a sufficient number of suitable sites for Cafes in the Exclusive Area for you to meet your Development Schedule The responsibility to locate and prepare a sufficient number

of suitable sites is solely yours and we have no obligation to approve sites which do not meet our criteria so you can meet the Development Schedule

Except as described below, during the term of the Multi-Unit Operator Agreement, we and our affiliates will not operate or grant a franchise for the operation of Cafés to be located within the Exclusive Area However, we have the right to terminate this exclusivity if you are not in full compliance with all of the terms and conditions of the Multi-Unit Operator Agreement and all of the Franchise Agreements signed under it

Except as expressly limited by the Multi-Unit Operator Agreement, we and our affiliates retain all rights with respect to Nature's Table Cafes, the Marks, and any products and services anywhere in the world including the right (a) to produce, offer and sell and to grant other the right to produce, offer and sell the products offered at Cafes and any other goods through similar or dissimilar channels of distribution, both within and outside the Exclusive Area, under the Marks and other trade and service marks and under any terms and conditions we deem appropriate, (b) to operate and to grant others the right to operate Cafes located outside the Exclusive Area under any terms and conditions we deem appropriate and regardless of proximity to your Cafes, and (c) the right to acquire and operate a business operating one or more Cafes or food service businesses located or operating in your Exclusive Area

After you have completed the Development Schedule, which is when the last Cafe to be developed has opened for business, if we believe that it is desirable to establish additional Cafes within the Exclusive Area, and if you are in compliance with your Multi-Unit Operator Agreement, we will offer you the right to develop these additional Cafes You must exercise this option, in full, within 60 days after our notice to you If you do not exercise or you decline this right of first refusal, we shall have the right to sell these development rights to another multi-unit operator or to develop the Cafes ourselves

To maintain your rights under the Multi-Unit Operator Agreement you must have open and in operation the cumulative number of Nature's Table Cafes stated on the Development Schedule by the dates agreed upon in the Development Schedule Failure to do so will be grounds for either a loss of territorial exclusivity or a termination of the Multi-Unit Operator Agreement

In addition, upon the opening of the last Nature's Table Cafe to be developed within the Exclusive Area, your exclusive rights under the Multi-Unit Operator Agreement with respect to the Exclusive Area will terminate and we and our affiliates will have the right to operate and to grant to others development rights and franchises to develop and operate Cafes within the Exclusive Area This right will be subject only to the territorial rights under the franchise agreements signed by you for Cafes in the Exclusive Area and subject to the right of first refusal described above The Exclusive Area may not be altered unless we and you mutually agree to do so There are no minimum sales goals, market penetration or other contingency that you must meet to keep the exclusivity of your Exclusive Area, except that you must meet your Development Schedule

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by us, including the Marks described in Item 1 These Marks may be used only in the manner we authorize and only for the operation of your Franchised Cafe The Multi-Unit Operator Agreement does not give you the right to use the Marks or our System

You may not use the Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations You must sign any documents we require to protect the Marks or to maintain their continued validity and enforceability In addition, you may not directly or indirectly contest the validity of our ownership of or our rights in and to the Marks

We own the following principal Marks, which are on the Principal Register with the U S Patent and Trademark Office ("USPTO") We intend to file all required affidavits and to renew our registrations for the Marks when they become due We have renewed the following Marks (i) Nature's Table (and design), (ii) Sensible Food That Tastes Great, and (iii) Nature's Table Cafe

Mark	Registration No	Registration Date
Nature's Table (and design)	1,446,888	July 7, 1987
Nature's Table (and design)	4,140,020	May 8, 2012
Sensible Food That Tastes Great	1,931,920	October 31, 1995
Nature's Table Cafe	2,205,901	November 24, 1998
Nature's Table Bistro	3,355,648	December 18, 2007
Chili-Cado	~~85/804494~~4,918,458	~~pending~~March 15, 2016

In addition to these Marks registered or pending registration with the USPTO, we also have registered the following Marks in the State of Florida

Mark	Registration No	Registration Date
Survival Kit	T06097	November 3, 1986
Siesta Cooler	T06098	November 3, 1986
Sensible Stack	T0600000162	September 11, 2006

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, no pending infringement, opposition or cancellation proceedings and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above

There are no agreements currently in effect which limit our right to use or to license others to use the Marks

You must immediately notify us of any apparent infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks You and your Controlling Principals are not permitted to communicate with any person other than us, or any designated affiliate, our counsel and your counsel involving any infringement, challenge or claim We can take action and have the right to exclusively control any litigation or USPTO or other administrative or agency proceeding caused by any infringement, challenge or claim or otherwise relating to any of the Marks You must sign any and all documents, and do what may, in our counsel's opinion, be necessary or

advisable to protect our interests in any litigation or USPTO or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including any affiliate) having an interest in the Marks

We will indemnify you against and reimburse you for all damages for which you are held liable for your use of any of the Marks, provided that the conduct of you and your Controlling Principals in the proceeding and use of the Marks is in full compliance with the terms of the Franchise Agreement

Except as provided above, we are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or to protect you against claims of infringement or unfair competition with respect to them Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy we intend to defend the Marks vigorously

We may require you to discontinue or modify your use of any of the Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the System We will reimburse you for your reasonable direct expenses of changing the Cafe's signage, but we will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Proprietary Marks or for any expenditures you make to promote a modified or substitute trademark or service mark

The license to use the Marks granted in the Franchise Agreement is non-exclusive to you We have and retain certain rights in the Marks including the following

1 To grant other licenses for the use of the Marks in addition to those licenses already granted or to be granted to franchisees,

2 To develop and establish other systems using the Marks or other names or marks, and to grant licenses or franchises in those systems without providing any rights to you, and

3 To engage, directly or indirectly, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services and (b) the use of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics we may develop for that purpose

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights We have no patents or registered copyrights or any pending patents that are material to the franchise

Confidential Manuals You must operate the Cafe in accordance with the standards and procedures specified in the Manual One copy of the Manual will be loaned to you by us for the term of the Franchise Agreement

You must treat the Manual and any other manuals we create or approve for use in your operation of the Cafe, and the information contained in them, as confidential You must also use all reasonable efforts to maintain this information as secret and confidential and you must not duplicate, copy, record or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person The Manual remains our sole property and must be kept in a secure place on the Cafe premises

We may revise the contents of the Manual and you must comply with each new or changed standard You must also make sure that the Manual is kept current at all times If there is a dispute regarding the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling

Confidential Information We claim proprietary rights in certain of our recipes which are included in the Manual and which are our trade secrets You and each of your Controlling Principals are prohibited, during and after the term of your Agreement, from communicating, or using for the benefit of any other person or entity, and, after the term of your Agreement, from using for your or their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Café that may be communicated to you or any of your Controlling Principals or that you may learn about, including these trade secrets You and each of your Controlling Principals may divulge this confidential information only to your employees who must have access to it to operate the Cafe Neither you nor your Controlling Principals are permitted at any time, without first obtaining our written consent, to copy, record or otherwise reproduce the materials or information nor make them available to any unauthorized person Any and all information, knowledge, know-how and techniques related to the System that we communicate to you, including the Manual, recipes, plans and specifications, marketing information and strategies and site evaluation, selection guidelines and techniques, are considered confidential

If we ask, you must have your General Manager and any of your personnel who have received or will have access to confidential information sign confidentiality covenants similar to the ones described above (See Item 17) Your Principals also must sign these covenants We will be a third party beneficiary of the covenants with the independent right to enforce them

If you, your Controlling Principals, General Manager or employees develop any new concept, process or improvement in the operation or promotion of the Cafe, you must promptly notify us and give us all necessary information, free of charge You, your Controlling Principals, General Manager and employees must acknowledge that any of these concepts, processes or improvements will become our property and we may give the information to other franchisees

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

When you sign your agreement, you must designate and retain at all times an individual to serve as the "General Manager" If you are an individual, we recommend that you be the General Manager You must also retain other personnel as are needed to operate and manage the Café The General Manager must satisfy our educational and business criteria as provided to you in the Manual or other written instructions, and must be individually acceptable to us In addition, the General Manager must be responsible for the supervision and management of the Cafe, and must devote full time and best efforts to this activity The General Manager also must satisfy our applicable training requirements If the General Manager cannot serve in the position or does not meet the requirements, he or she must be replaced within 60 days after the General Manager stops serving or no longer meets the requirements Your General Manager is not required to have an ownership interest in you

If you employ any individual as General Manager or in a managerial position who is at the time employed in a managerial position by us or any of our affiliates, or by another of our franchisees, you must pay the former employer for the reasonable costs and expenses the employer incurred for the training of the employee

You must also obtain covenants not to compete, including covenants applicable on the termination of the person's relationship with you, from your General Manager and any of your other personnel who have received or will have access to our training before employment, and any holder of a beneficial interest in you (except for any limited partners) You must have all of your management personnel sign covenants that they will maintain the confidentiality of information they receive or have access to based on their relationship with you (see Item 14) We reserve the right, in our discretion, to decrease the period of time or geographic scope of the non-competition covenants contained in the attachments or eliminate the non-competition covenants altogether for any party that must sign an agreement as described in this paragraph (See Item 17)

As described in Item 1, we have identified certain persons under the Franchise Agreement that we refer to in this Disclosure Document as your Principals Your Principals include your spouse, if you are a married individual, your Principals also include those of your business entity's officers and directors (including the officers and directors of your general partner, if applicable) whom we designate as your Principals and all holders of an ownership interest in you and in any entity that directly or indirectly controls you, and any other person or entity controlling, controlled by, or under common control with you

If we designate certain of your Principals as Controlling Principals, they must sign the Agreement and agree to be individually bound by certain obligations under the Agreements, including confidentiality and non-competition covenants and they must personally guarantee your performance under the Agreements We typically designate your principal equity owners and executive officers, as well as any other affiliated entities that operate Cafes, as Controlling Principals

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale all menu items, food products, and other products and services we require, in the manner and style we require You must sell and offer for sale only the menu items and other products and services that we have expressly approved in writing You must not deviate from our standards and specifications without first obtaining our written consent You must discontinue selling and offering for sale any menu items, products or services that we may disapprove in writing at any time We have the right to change the types of menu items, products and services offered by you at the Café at any time, and there are no limits on our right to make those changes

You must maintain in sufficient supply and use and sell only the food and beverage items, ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications You must prepare all menu items with our recipes and procedures for preparation contained in the Manual or other written instructions, including the measurements of ingredients You must not deviate from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without first obtaining our written consent

We may suggest to you the minimum and/or maximum prices for the goods, products and services offered from your Cafe, as permitted by applicable law You may choose to set your own prices, or you may choose to follow the prices we suggest, but we make no guarantees or warranties that offering the products or merchandise at the suggested price will enhance your sales or profits

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell

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 Franchise Agreement	Summary
a Length of the term of the franchise	3 1	Term continues for 10 years from the date of the Franchise Agreement unless terminated earlier
b Renewal or extension of the term	3 2	Agreement may be renewed at your option for two additional terms of five years each
c Requirements for franchisee to renew or extend	3 2	You must provide notice that you wish to renew your Franchise Agreement, you must be current in all payments and not in default of your Franchise Agreement, if we require, you must renovate and/or upgrade equipment, you must sign release, sign renewal Franchise Agreement and pay renewal fee You may be asked to sign a contract with materially different terms and conditions than your original contract, except the boundaries of your territory will not change, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees
d Termination by franchisee	Not applicable	You may terminate the Franchise Agreement on any grounds available by law
e Termination by franchisor without cause	Not applicable	
f Termination by franchisor with "cause"	17 1 1	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination

	Provision	Section in Franchise Agreement	Summary
g	"Cause" defined – curable defaults	17 1 3 and 17 2	We may terminate you for cause if you fail to cure certain defaults, including if you or any of your affiliates fail to pay any monies owed to us, or our affiliates or vendors, and do not cure within five days after notice (or longer period required), fail to obtain signed copies of the confidentiality and non-competition covenants contained in the Franchise Agreement within five days after a request, fail to procure and maintain required insurance within seven days after notice, use the Marks in an unauthorized manner and fail to cure within 24 hours after notice, fail to cure any other default that is susceptible of cure within 30 days after notice
h	"Cause" defined – defaults which cannot be cured	17 1 2 and 17 1 3	We may terminate you for cause if you fail to cure certain defaults, including if you become insolvent, make a general assignment for benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have outstanding judgments against you for over 30 days, sell unauthorized products or services, fail to acquire an accepted location within time required, fail to remodel when required, fail to open Cafe when required, fail to comply with any term and condition of any sublease or related agreement and have not cured the default within the given cure period, abandon or lose right to the Cafe premises, are convicted of a felony or other crime that may have an adverse affect on the System or Marks, transfer any interest without our consent or maintain false books or records In addition, a default under one agreement with us may result in a termination of all of your other agreements with us This is known as a cross-default provision

	Provision	Section in Franchise Agreement	Summary
i	Franchisee's obligations on termination/non-renewal	18	Obligations include You must stop operating the Cafe and using the Marks and System and completely de-identify the business, pay all amounts due to us or our affiliates, return the Manual and all other proprietary materials, comply with confidentiality requirements, pay liquidated damages (if applicable), and at our option, sell or assign to us your rights in the Cafe premises and the equipment and fixtures used in the business
j	Assignment of contract by franchisor	14 1	We have the right to transfer or assign the Franchise Agreement to any person or entity without restriction However, no assignment will be granted except to an assignee who, in our good faith judgment, is willing and able to assume our obligations
k	"Transfer" by franchisee – defined	14 2 1	Includes sale, assignment, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Cafe or you (if you are not a natural person)
l	Franchisor approval of transfer by franchisee	14 2 2	You must obtain our consent before transferring any interest We will not unreasonably withhold our consent
m	Conditions for franchisor approval of transfer	14 2 2	Conditions include You must pay all amounts due us or our affiliates, not otherwise be in default, sign a general release, and pay a transfer fee Transferee must meet our criteria, complete training to our satisfaction and sign current Franchise Agreement
n	Franchisor's right of first refusal to acquire franchisee's business	14 4	Within 30 days after notice, we have the option to purchase the transferred interest on the same terms and conditions
o	Franchisor's option to purchase franchisee's business	18 12	On termination or expiration of the Franchise Agreement, we may purchase all or a portion of the assets of your Cafe
p	Death or disability of franchisee	14 5	If you or a Controlling Principal are a natural person, on death or permanent disability, distributee must be approved by us, or franchise must be transfer to someone approved by us within 12 months after death or within six months after notice of permanent disability

	Provision	Section in Franchise Agreement	Summary
q	Non-competition covenants during the term of the franchise	10 3 1	You are prohibited from operating or having an interest in a similar business
r	Non-competition covenants after the franchise is terminated or expires	10 3 2	You and your Controlling Principals are prohibited for two years from expiration, termination or transfer of the franchise from operating or having an interest in a similar business within three miles of any Cafe in the System
s	Modification of the agreement	10 1 5 and 19 2	Franchise Agreement may not be modified unless mutually agreed to in writing You must comply with our Manual, as it may be amended
t	Integration/merger clause	19 2	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law) Any representations or promise outside of the Franchise Disclosure Document and other agreements may not be enforceable
u	Dispute resolution by arbitration or mediation	19 7	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be arbitrated in Florida
v	Choice of forum	19 8	Orange County, Florida (see Disclosure Document Addendum and State Amendments to Agreements)
w	Choice of Law	19 8	The Franchise Agreement is to be interpreted, governed and construed under Florida law (see Disclosure Document Addendum and State Amendments to Agreement)

THE MULTI-UNIT OPERATOR RELATIONSHIP

	Provision	Section in Multi-Unit Operator Agreement	Summary
a	Length of the franchise term	6	Length of the Development Schedule
b	Renewal or extension of the term	5	After all Cafés have been developed, we will negotiate in good faith another Multi-Unit Operator Agreement

	Provision	Section in Multi-Unit Operator Agreement	Summary
c	Requirements for multi-unit operator to renew or extend	Not applicable	
d	Termination by multi-unit operator	Not applicable	The Agreement does not provide for this But you may seek to terminate on any grounds available to you at law
e	Termination by franchisor without cause	Not applicable	
f	Termination by franchisor with cause	9	We can terminate if you commit any one of several listed violations
g	"Cause" defined – curable defaults	9	If you use the Marks or System without our consent, participating in a competing business, failure to pay money to us when due, you begin developing a Cafe before all of your pre-development obligations are met, failure to obtain our consent when required, you open any Cafe before a Franchise Agreement for that Cafe has been signed
h	"Cause" defined – non-curable defaults	9	Failure to meet your Development Schedule, failure to comply with applicable laws, if all of your Cafes stop operating, unauthorized transfer, you make a material misrepresentation to us, conviction by you or your owners of an indictable offense, bankruptcy or insolvency, if a Franchise Agreement with us is terminated according to its terms (this is a cross-default provision)
i	Multi-unit operator's obligations on termination/non-renewal	10	You must stop selecting sites for Cafes, and you may not open any more Cafes
j	Assignment of contract by franchisor	11	No restriction on our right to assign However, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Multi-Unit Operator Agreement
k	"Transfer" by multi-unit operator – defined	11	Includes transfer of any interest in the Multi-Unit Operator Agreement
l	Franchisor approval of transfer by multi-unit operator	11	We have the right to approve all transfers, our consent not to be unreasonably withheld

	Provision	Section in Multi-Unit Operator Agreement	Summary
m	Conditions for franchisor approval of transfer	11	Conditions for transfer include not being in default, at least 25% of all Cafes required to be developed are open or under construction, all debts are paid, the buyer meets our current criteria for new Multi-Unit Operators, execution of a general release (where legal), payment of transfer fee, buyer personally guarantees all obligations
n	Franchisor's right of first refusal to acquire multi-unit operator's business	11	We have the right to match the offer to purchase your Business
o	Franchisor's option to purchase multi-unit operator's business	Not applicable	
p	Death or disability of multi-unit operator	11	Interest must be transferred to an approved party within 12 months
q	Non-competition covenants during the term of the franchise	12	Can't divert business or operate a competing business anywhere
r	Non-competition covenants after the franchise is terminated or expires	12	No competing business for two years and within three miles of any Cafe in the System
s	Modification of the agreement	18	No modifications except by mutual agreement of the parties
t	Integration/merger clause	18	Only the terms of the Multi-Unit Operator Agreement are binding (subject to state law) Any representations or promise outside of the Franchise Disclosure Document and other agreements may not be enforceable
u	Dispute resolution by arbitration or mediation	19	Except for certain claims, all disputes must be arbitrated in Florida (subject to state law)
v	Choice of forum	19	Orange County, Florida (subject to state law)
w	Choice of law	18	Florida 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 if the information is included in the disclosure document Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets We also do not authorize our employees or representatives to make any such representations either orally or in writing If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sandra Wagner, 545 Delaney Avenue, Building 2 Orlando, Florida 32801, (407) 481-2544 x5, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No 1~~A~~
Systemwide Outlet Summary
For years ~~2013,~~2014, 2015, 2016

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	~~2013~~2014	~~65~~68	~~68~~67	~~+3~~-1
	~~2014~~2015	~~68~~67	67	~~-1~~0
	~~2015~~2016	67	~~67~~61	~~0~~6
Company-Owned	~~2013~~2014	5	5	0
	~~2014~~2015	5	5	0
	~~2015~~2016	5	5	0
Total Outlets	~~2013~~2014	~~70~~73	~~73~~72	~~+3~~-1
	~~2014~~2015	~~73~~72	72	~~-1~~0
	~~2015~~2016	72	~~72~~66	~~0~~6

Table No ~~1~~ B2
~~Systemwide Outlet Summary~~
~~For years 2013, 2014, 2015~~

~~Column 1~~ ~~Outlet Type~~	~~Column 2~~ ~~Year~~	~~Column 3~~ ~~Outlets at the Start of the Year~~	~~Column 4~~ ~~Outlets at the End of the Year~~	~~Column 5~~ ~~Net Change~~
~~Multi-Unit Operators~~	~~2013~~	~~1~~	~~1~~	~~0~~
	~~2014~~	~~1~~	~~1~~	~~0~~
	~~2015~~	~~1~~	~~1~~	~~0~~
~~Company-Owned~~	~~2013~~	~~0~~	~~0~~	~~0~~
	~~2014~~	~~0~~	~~0~~	~~0~~
	~~2015~~	~~0~~	~~0~~	~~0~~
~~Total Outlets~~	~~2013~~	~~1~~	~~1~~	~~0~~
	~~2014~~	~~1~~	~~1~~	~~0~~
	~~2015~~	~~1~~	~~1~~	~~0~~

~~Table No 2-A~~
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2013,~~ 2014, 2015, 2016

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Florida	~~2013~~2014	~~0~~5
	2015	5
	2016	3
Tennessee	2014	~~5~~0
	2015	~~5~~0
~~Total~~	~~2013~~2016	0
Total	2014	5
	2015	45
	2016	5

Table No ~~2~~ B3

~~Transfers of Multi-Unit Operators to New Owners (other than the Franchisor)~~
~~For years 2013, 2014, 2015~~

~~Column 1~~ State	~~Column 2~~ Year	~~Column 3~~ Number of Transfers
~~None~~	~~2013~~	~~0~~
	~~2014~~	~~0~~
	~~2015~~	~~0~~
~~Total~~	~~2013~~	~~0~~
	~~2014~~	~~0~~
	~~2015~~	~~0~~

~~Table No 3-A~~
Status of Franchised Outlets
For years ~~2013,~~ 2014, 2015, 2016

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
California	~~2013~~2014	~~1~~2	~~1~~0	0	0	0	0	2
	~~2014~~2015	2	0	0	0	0	0	2
	~~2015~~2016	2	0	0	0	0	0	2
Colorado	~~2013~~2014	2	0	0	0	0	~~0~~1	~~2~~1
	~~2014~~2015	~~2~~1	0	0	0	0	~~1~~0	1
	~~2015~~2016	1	0	0	0	0	0	1
Florida	~~2013~~2014	~~50~~53	4	~~1~~0	0	0	~~0~~3	~~53~~54
	~~2014~~	~~53~~	~~4~~	~~0~~	~~0~~	~~0~~	~~3~~	~~54~~
	2015	54	0	0	0	0	0	54
	2016	54	2	0	0	0	7	49
Georgia	~~2013~~2014	~~2~~1	0	~~1~~0	0	0	0	1
	~~2014~~2015	1	0	0	0	0	0	1
	~~2015~~2016	1	0	0	0	0	0	1
~~Indiana~~	~~2013~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Indiana	2014	0	1	0	0	0	0	1
	2015	1	1	0	0	0	0	2
~~Kansas~~	~~2013~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2015~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Maryland~~	~~2013~~2016	2	~~0~~1	0	0	0	0	~~2~~3
Maryland	2014	2	0	0	0	0	1	1
	2015	1	0	0	0	0	1	0
~~Ohio~~	~~2013~~2016	0	0	0	0	0	0	0
Ohio	2014	0	1	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Oklahoma	~~2013~~2014	1	0	0	0	0	0	1
	~~2014~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2015	1	0	0	0	0	0	1
~~South Carolina~~	~~2013~~2016	~~0~~1	0	0	0	0	0	~~0~~1
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2015~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Tennessee	~~2013~~2014	2	0	0	0	0	0	2
	~~2014~~2015	2	0	0	0	0	0	2
	~~2015~~2016	2	0	0	0	0	0	2
~~Texas~~	~~2013~~	4	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~3~~
Texas	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	2	1
Virginia	~~2013~~2014	1	0	0	0	0	~~0~~1	~~1~~0
	~~2014~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~0~~
	2015	0	0	0	0	0	0	0
~~Washington~~	~~2013~~2016	0	0	0	0	0	0	0
	~~2014~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2015~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Washington D C	~~2013~~2014	~~0~~1	~~1~~0	0	0	0	~~0~~1	~~1~~0
	~~2014~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~0~~
	2015	0	0	0	0	0	0	0

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termina-tions	Col 6 Non-Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations – Other Reasons	Col 9 Outlets at End of the Year
~~Total~~	~~2013~~2016	~~65~~0	~~6~~0	~~3~~0	0	0	0	~~68~~0
Total	2014	68	6	0	0	0	7	67
	2015	67	1	0	0	0	1	67
	2016	67	3	0	0	0	9	61

Table No ~~3~~ B4
~~Status of Multi-Unit Operators~~
~~For years 2013, 2014, 2015~~

~~Col 1~~ ~~State~~	~~Col 2~~ ~~Year~~	~~Col 3~~ ~~Outlets at Start of Year~~	~~Col 4~~ ~~Outlets Opened~~	~~Col 5~~ ~~Termina-tions~~	~~Col 6~~ ~~Non-Renewals~~	~~Col 7~~ ~~Reacquired by Franchisor~~	~~Col 8~~ ~~Ceased Operations – Other Reasons~~	~~Col 9~~ ~~Outlets at End of the Year~~
~~Washington, DC~~	~~2013~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2014~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~Total~~	~~2013~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2014~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~

~~Table No 4-A~~
Status of Company-Owned Outlets
For years ~~2013,~~ 2014, 2015, 2016

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
Florida	~~2013~~2014	5	0	0	0	0	5
	~~2014~~2015	5	0	0	0	0	5
	~~2015~~2016	5	0	0	0	0	5

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Outlets Reacquired from Franchisee	Col 6 Outlets Closed	Col 7 Outlets Sold to Franchisee	Col 8 Outlets at End of the Year
Total	~~2013~~2014	5	0	0	0	0	5
	~~2014~~2015	5	0	0	0	0	5
	~~2015~~2016	5	0	0	0	0	5

Table No ~~5-A~~
Projected Openings as of December 31, ~~2015~~2016

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Open	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In The Next Fiscal Year
California	0	1	0
Florida	1	5	0
North Carolina	1	0	0
Washington, DC	0	0	0
Total	**4**	**6**	**0**

~~**Table No 5-B**~~
~~**Projected Openings as of December 31, 2015**~~

~~Column 1~~ ~~State~~	~~Column 2~~ ~~Multi-Unit Operator Agreements Signed But Outlet Not Open~~	~~Column 3~~ ~~Projected New Multi-Unit Operators In The Next Fiscal Year~~
~~California~~	~~0~~	~~0~~
~~Florida~~	~~0~~	~~0~~
~~North Carolina~~	~~0~~	~~0~~
~~Virginia~~	~~0~~	~~1~~
~~Washington, DC~~	~~0~~	~~0~~
~~**Total**~~	~~**0**~~	~~**1**~~

A list of the names of all franchisees, multi-unit operators and development agents and the addresses and telephones numbers of their franchises are provided in Exhibit D to this disclosure document

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee, multi-unit operator or development agent who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable 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 will be listed on Exhibit E to this disclosure document when applicable **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system**

During the last three fiscal years, we have not any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Nature's Table System

There are no trademark-specific organizations formed by our franchisees that are associated with the Nature's Table System

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are our audited financial statements for the fiscal years ended December 31, ~~2013~~2014, December 31, ~~2014~~2015 and December 31, ~~2015~~2016

Our fiscal year end is December 31st

ITEM 22
CONTRACTS

Attached as Exhibits to this Disclosure Document are the following contracts and their attachments

1	Franchise Agreement	Exhibit B
2	Multi-Unit Operator Agreement	Exhibit C
3	Form of General Release	Exhibit J

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document Please return one signed copy to us and retain the other for your records

EXHIBIT A TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

NATURE'S TABLE FRANCHISE COMPANY

FINANCIAL STATEMENTS

Year Ended December 31, 2016

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MKA
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Partners
W Ed Moss, Jr
Joe M Krusick
Cori G Cameron
Bob P Marchewka
Ric Perez
James R Dexter
Thomas F Regan
Ernie R Janvrin

To the Board of Directors
Nature s Table Franchise Company
Orlando Florida

We have audited the accompanying financial statements of Nature s Table Franchise Company (a Florida S Corporation) which comprise the balance sheet as of December 31 2016 and the related statements of income, changes in stockholders equity and cash flows for the year then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion the financial statements referred to above present fairly, in all material respects the financial position of Nature's Table Franchise Company as of December 31 2016, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

Moss, Krusick & Associates, LLC

March 28 2017
Winter Park Florida

NATURE'S TABLE FRANCHISE COMPANY

BALANCE SHEET

December 31, 2016

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	355,473
Royalty fees and other receivables		111,763
Prepaid expenses		3 724
Total current assets		470,960
Security deposit		3,800
Total assets	$	474,760

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$	15,860
Accrued payroll		25,103
Profit sharing contributions payable		80,000
Total current liabilities		120,963
STOCKHOLDERS' EQUITY		
Capital stock, no par value 5,000 shares authorized, 4,500 shares issued and outstanding		4,500
Retained earnings		349,797
		354,297
Less Treasury stock, 500 shares		500
Total stockholders' equity		353,797
Total liabilities and stockholders' equity	$	474,760

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF INCOME

Year Ended December 31, 2016

REVENUES	
Royalties	$ 1,044 515
Vendor rebates	220 842
Management fees	187 630
Franchise fees	50,000
Other income	29 656
Total revenues	1 532,643
OPERATING EXPENSES	
Payroll	978 784
Profit sharing	80,000
Professional fees	73 890
Advertising	59 228
Travel and entertainment	56,808
Rent	47 832
Automobile expense	38,260
Insurance	24,069
Commisions	19 540
Licenses and membership fees	15 989
Utilities	12 190
Office expense	11 731
Miscellaneous	9 554
Research and development	5,275
Restaurant supplies	4,665
Repairs and maintenance	2 628
Depreciation	1 572
Bank charges	743
Total operating expenses	1 442 758
Net income	$ 89,885

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

Year Ended December 31, 2016

	Capital Stock	Retained Earnings	Treasury Stock	Equity
Balance at December 31, 2015	$ 4 500	$ 336 353	$ (500)	$ 340 353
Net income	-	89 885	-	89,885
Distributions	-	(76,441)	-	(76,441)
Balance at December 31, 2016	$ 4 500	$ 349 797	$ (500)	$ 353,797

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CASH FLOWS

Year Ended December 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$	89,885
Adjustments to reconcile to net cash provided by operating activities		
Depreciation		1,572
Changes in operating assets and liabilities		
Decrease in royalty fees receivable		34,101
Increase in prepaid expense		(108)
Decrease in due from related parties		15,110
Increase in accounts payable		8,415
Increase in profit sharing contributions payable		15,000
Decrease in accrued payroll		(1,587)
Net cash provided by operating activities		162,388
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(1,572)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions		(76 441)
Net increase in cash and equivalents		84,375
Cash and equivalents, beginning of year		271,098
Cash and equivalents, end of year	$	355,473

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

NOTES TO FINANCIAL STATEMENTS

December 31, 2016

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1 Organization and Nature of Business

Nature's Table Franchise Company (the "Company) was incorporated on January 28, 1987, under the laws of the State of Florida and was formed for the purpose of selling franchises to operate fast casual serving restaurants under the trade name Nature's Table The Company has 66 locations in the United States, of which five locations are owned and operated by related companies and 61 locations are owned and operated by third party franchisees

2 Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect certain reported amounts and disclosures Accordingly, actual results could differ from those estimates

3 Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all investments purchased with a maturity of three months or less to be cash equivalents

4 Royalty Fees and Other Fees

The Company licenses franchised locations to operate under its trade name throughout the United States Franchise fees are recorded as income when substantially all the initial services required by the franchise or license agreement are performed, which is usually on the date the licensee commences operations Initial license fees received prior to that are recorded as deferred income Franchise fees are not charged to franchised restaurants operated by related companies

Royalty fees are received for ongoing services such as management training and use of the Company s trade name The fees are calculated as approximately 5% of licensees' total sales, recognized as earned, and usually collected in the following month Royalty fees are only charged to franchised locations owned by independent unrelated party companies For related party company owned locations, a management fee is charged by the Company in lieu of royalties with the amount calculated based on the owners discretions

Royalty fees receivable represent royalty fees earned but not received from licensees at December 31, 2016

Vendor rebates are recognized when earned and collectability is assured, which is generally when the rebates are received

Other income primarily includes reimbursements from franchised restaurants which are recognized as earned based on various purchase agreements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

5 Due from Related Parties

Due from related parties primarily consist of intercompany loans and management fees earned but not received from related companies No amounts were due from related parties at December 31, 2016

6 Allowance for Doubtful Accounts

The Company assesses the collectability of royalty fees receivable and amounts due from related parties on a periodic basis No allowance for doubtful accounts was deemed necessary at December 31, 2016

7 Property and Equipment

Property and equipment is stated at cost Depreciation is calculated using the double-declining method over the estimated useful life of the respective assets Repairs and maintenance costs are expensed as incurred Significant betterments are capitalized As of December 31, 2016, all property and equipment was fully depreciated

8 Fair Value Measurement

The Company accounts for financial assets in accordance with ASC No 820 *Fair Value Measurement,* which defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value The fair value measurement disclosures are grouped into three levels based on valuation factors Level 1 - quoted prices in active markets for identical assets or liabilities, Level 2 - significant other observable inputs, and Level 3 – significant unobservable inputs At December 31, 2016, the Company has no instruments that require additional disclosure The carrying amounts of the Company's financial instruments, including cash, receivables and payables approximate fair value because of the short period to maturity for these instruments and/or market interest rates

9 Income Taxes

The Company has elected under the Internal Revenue Code and comparable state regulations to be taxed as an S Corporation In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income Therefore, no provisions of liability for federal income taxes have been included in these financial statements Various states and localities tax S Corporation income, and, accordingly, the appropriate income tax has been recorded

Management has concluded that as of December 31, 2016 there are no uncertain tax positions taken or expected to be taken by the Company that would require recognition of a liability (or asset) or disclosure in the financial statements The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress The Company is no longer subject to income tax examinations for years prior to 2013

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10 Advertising

Advertising and sales promotion costs are expensed when incurred

11 Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09), which amends the existing accounting standards for revenue recognition ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to customers ASU 2014-09 will be effective for the Company beginning in 2018 Early adoption is not permitted The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption The Company is currently evaluating the impact of adopting the new revenue standard on its financial statements

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, Leases, that requires lessees to put most leases on their balance sheets and recognize expenses on their income statements in a manner similar to today's capital lease accounting The guidance also eliminates today's real estate specific provisions for all entities For lessors, the guidance modifies the classification criteria for accounting for sales-type and direct financing leases The new guidance is effective for fiscal years beginning after December 15, 2019 Early adoption is permitted The Company is evaluating the potential effects ASU 2016-02 will have on its financial statements

12 Subsequent Events

Subsequent events have been evaluated through March 28, 2017, the date the financial statements were available to be issued

NOTE B – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash The Company maintains its cash in various banks in accounts which are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution At times, the balances in these accounts may be in excess of federally insured limits As of December 31 2016, the Company held $45 462 in excess of federally insured limits The Company has never experienced any losses on uninsured holdings

The Company conducts its business in the fast food market Most franchisee or licensee owned restaurants are operated as tenants in office buildings and strip malls throughout the United States, which are subject to closure or cancellation of the lease with or without cause Some franchised restaurants are located in corporate office break rooms with contracts subject to renewal or cancellation

NOTE C – RELATED PARTY TRANSACTIONS

The Company occasionally offers intercompany loans to related companies which operate restaurant locations and must acquire equipment and incur other costs related to store openings The loans are interest free and due on demand As of December 31, 2016, there were no loans due from related parties Management fees charged to related companies for administrative support totaled $187,630 during the year ended December 31, 2016 As of December 31, 2016, the Company has no receivables outstanding for management fees from related companies

NOTE D – PROPERTY AND EQUIPMENT

At December 31, 2016, property and equipment consisted of the following

	Cost	Estimated Life
Computer equipment	$ 10,262	5 years
Furniture and equipment	13,249	5-7 years
	23,511	
Less accumulated depreciation	23,511	
	$ -	

NOTE E – LINE OF CREDIT

The Company has a $100,000 line of credit from Sunshine Bank The interest rate on the line of credit is 5 50% and it expires December 2066 There was no amount drawn at December 31, 2016

NOTE F – PROFIT SHARING PLAN

The Company has a non-contributory defined contribution profit sharing plan that covers all eligible employees Contributions to the profit sharing plan are made at the discretion of the Board of Directors of the Company The profit sharing contribution to the plan for 2016 was $80,000, including $80,000 accrued at year end

NOTE G – TREASURY STOCK

On June 1, 1992, the Company repurchased 500 shares of its outstanding capital stock to be held in treasury The stock was repurchased for $50,000, the amount at which it was issued An installment note was executed in repayment As a result, outstanding stock was reduced by 500 shares and additional paid-in-capital was reduced by $49,500 The note has been repaid in full

NOTE H – COMMITMENTS AND CONTINGENCIES

Operating leases

In 2013, the Company entered into a non-cancelable operating lease for office space expiring in July 2018 for approximately $3,200 per month plus parking and other fees Rent expense totaled $47,832 for the year ended December 31, 2016

Future minimum lease payments required under the non-cancelable operating lease as of December 31, 2016 are

2017	$ 42,489
2018	25,214
Total	$ 67,703

The Company also is responsible for an operating lease for a franchisee expiring in January 2020 for approximately $1,300 per month The Company is reimbursed by the franchisee for this expense

Litigation

In the normal course of conducting its operations, the Company occasionally becomes party to various legal actions and proceedings As of the financial statement report date, management is not aware of any claims or legal action or any pending or threatened litigation, claims or assessments against the Company

NATURE'S TABLE FRANCHISE COMPANY

FINANCIAL STATEMENTS

Year Ended December 31, 2015

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MOSS, KRUSICK & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

Partners
W Ed Moss Jr
Joe M Krusick
James R Dexter
Bob Marchewka
Ric Perez
Cori Cameron

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Nature s Table Franchise Company
Orlando Florida

We have audited the accompanying financial statements of Nature s Table Franchise Company (a Florida S Corporation), which comprise the balance sheet as of December 31, 2015 and the related statements of income changes in stockholders equity, and cash flows for the year then ended and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nature s Table Franchise Company as of December 31, 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

Moss, Krusick & Associates, LLC

March 25 2016
Winter Park, Florida

NATURE'S TABLE FRANCHISE COMPANY

BALANCE SHEET

December 31, 2015

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	271,098
Royalty fees and other receivables		145,864
Prepaid expenses		3,616
Due from related parties		15,110
Total current assets		435,688
Security deposit		3,800
Total assets	$	439,488

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$	7,445
Accrued payroll		26,690
Profit sharing contributions payable		65,000
Total current liabilities		99,135
STOCKHOLDERS' EQUITY		
Capital stock, no par value, 5,000 shares authorized, 4,500 shares issued and outstanding		4,500
Retained earnings		336,353
		340,853
Less Treasury stock, 500 shares		500
Total stockholders' equity		340,353
Total liabilities and stockholders' equity	$	439,488

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF INCOME

Year Ended December 31, 2015

REVENUES	
Royalties	$ 1,116,703
Vendor rebates	200,766
Management fees	96,243
Franchise fees	22,000
Other income	15,471
Total revenues	1,451,183
OPERATING EXPENSES	
Payroll	917,197
Profit sharing	80,000
Professional fees	59,953
Automobile expense	52,302
Travel and entertainment	48,840
Bad debt	47,196
Rent	42,650
Advertising	36,758
Office expense	22,541
Utilities	16,265
Insurance	15,229
Miscellaneous	7,119
Restaurant supplies	3,533
Licenses and membership fees	3,280
Depreciation	3,210
Repairs and maintenance	1,898
Research and development	1,136
Commisions	1,072
Bank charges	792
Total operating expenses	1,360,971
Net income	$ 90,212

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

Year Ended December 31, 2015

	Capital Stock	Retained Earnings	Treasury Stock	Equity
Balance at December 31, 2014	$ 4,500	$ 351,635	$ (500)	$ 355,635
Net income	-	90,212	-	90,212
Distributions		(105,494)	-	(105,494)
Balance at December 31, 2015	$ 4,500	$ 336,353	$ (500)	$ 340,353

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CASH FLOWS

Year Ended December 31, 2015

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$	90,212
Adjustments to reconcile to net cash provided by operating activities		
Depreciation		3,210
Changes in operating assets and liabilities		
Increase in royalty fees receivable		(246)
Increase in prepaid expense		(3,616)
Decrease in due from related parties		57,500
Increase in accounts payable		7,445
Increase in profit sharing contributions payable		15,000
Increase in accrued payroll		5,685
Net cash provided by operating activities		175,190
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(3,210)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions		(105,494)
Net cash used by financing activities		(105,494)
Net increase in cash and equivalents		66,486
Cash and equivalents, beginning of year		204,612
Cash and equivalents, end of year	$	271,098

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

NOTES TO FINANCIAL STATEMENTS

December 31, 2015

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1 Organization and Nature of Business

Nature's Table Franchise Company (the 'Company") was incorporated on January 28, 1987, under the laws of the State of Florida and was formed for the purpose of selling franchises to operate fast casual serving restaurants under the trade name Nature's Table The Company has 72 locations in the United States, of which five locations are owned and operated by related companies and 67 locations are owned and operated by third party franchisees

2 Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect certain reported amounts and disclosures Accordingly, actual results could differ from those estimates

3 Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all investments purchased with a maturity of three months or less to be cash equivalents

4 Royalty Fees and Other Fees

The Company licenses franchised locations to operate under its trade name throughout the United States Franchise fees are recorded as income when substantially all the initial services required by the franchise or license agreement are performed, which is usually on the date the licensee commences operations Initial license fees received prior to that are recorded as deferred income Franchise fees are not charged to franchised restaurants operated by related companies

Royalty fees are received for ongoing services such as management training and use of the Company's trade name The fees are calculated as approximately 5% of licensees total sales, recognized as earned, and usually collected in the following month Royalty fees are only charged to franchised locations owned by independent unrelated party companies For related party company owned locations, a management fee is charged by the Company in lieu of royalties with the amount calculated based on the owners' discretions

Royalty fees receivable represent royalty fees earned but not received from licensees at December 31, 2015

Vendor rebates are recognized when earned and collectability is assured, which is generally when the rebates are received

Other income primarily includes reimbursements from franchised restaurants which are recognized as earned based on various purchase agreements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

5 Due from Related Parties

Due from related parties primarily consist of intercompany loans and management fees earned but not received from related companies at December 31, 2015

6 Allowance for Doubtful Accounts

The Company assesses the collectability of royalty fees receivable and amounts due from related parties on a periodic basis No allowance for doubtful accounts was deemed necessary at December 31, 2015

7 Property and Equipment

Property and equipment is stated at cost Depreciation is calculated using the double-declining method over the estimated useful life of the respective assets Repairs and maintenance costs are expensed as incurred Significant betterments are capitalized As of December 31, 2015, all property and equipment was fully depreciated

8 Fair Value Measurement

The Company accounts for financial assets in accordance with ASC No 820, *Fair Value Measurement,* which defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value The fair value measurement disclosures are grouped into three levels based on valuation factors Level 1 - quoted prices in active markets for identical assets or liabilities, Level 2 - significant other observable inputs, and Level 3 – significant unobservable inputs At December 31, 2015, the Company has no instruments that require additional disclosure The carrying amounts of the Company s financial instruments, including cash, receivables, payables and notes payable approximate fair value because of the short period to maturity for these instruments and/or market interest rates

9 Income Taxes

The Company has elected under the Internal Revenue Code and comparable state regulations to be taxed as an S Corporation In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income Therefore, no provisions of liability for federal income taxes have been included in these financial statements Various states and localities tax S Corporation income, and, accordingly, the appropriate income tax has been recorded

Management has concluded that as of December 31, 2015 there are no uncertain tax positions taken or expected to be taken by the Company that would require recognition of a liability (or asset) or disclosure in the financial statements The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress The Company is no longer subject to income tax examinations for years prior to 2013

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10 Advertising

Advertising and sales promotion costs are expensed when incurred

11 Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606) ('ASU 2014-09"), which amends the existing accounting standards for revenue recognition ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to customers ASU 2014 09 will be effective for the Company beginning in 2018 Early adoption is not permitted The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption The Company is currently evaluating the impact of adopting the new revenue standard on its financial statements

12 Subsequent Events

Subsequent events have been evaluated through March 25, 2016, the date the financial statements were available to be issued

NOTE B – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash The Company maintains its cash in various banks in accounts which are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution At times, the balances in these accounts may be in excess of federally insured limits

The Company conducts its business in the fast food market Most franchisee or licensee owned restaurants are operated as tenants in office buildings and strip malls throughout the United States, which are subject to closure or cancellation of the lease with or without cause Some franchised restaurants are located in corporate office break rooms with contracts subject to renewal or cancellation

NOTE C – RELATED PARTY TRANSACTIONS

The Company occasionally offers intercompany loans to related companies which operate restaurant locations and must acquire equipment and incur other costs related to store openings The loans are interest free and due on demand As of December 31, 2015, loans due from related parties totaled $15,110 which is expected to be collected in full in 2016

NOTE C – RELATED PARTY TRANSACTIONS (continued)

Management fees charged to related companies for administrative support totaled $96,243 during the year ended December 31, 2015 As of December 31, 2015, the Company has no receivables outstanding for management fees from related companies

NOTE D – PROPERTY AND EQUIPMENT

At December 31, 2015, property and equipment consisted of the following

	Cost	Estimated Life
Computer equipment	$ 10,262	5 years
Furniture	11,677	5-7 years
	21,939	
Less accumulated depreciation	21,939	
	$ -	

NOTE E – LINE OF CREDIT

The Company has a $100,000 line of credit from Florida Bank of Commerce The interest rate on the line of credit is 5 50% and it expires August 2016 There was no amount drawn at December 31, 2015

NOTE F – PROFIT SHARING PLAN

The Company has a non-contributory defined contribution profit sharing plan that covers all eligible employees Contributions to the profit sharing plan are made at the discretion of the Board of Directors of the Company The profit sharing contribution to the plan for 2015 was $80,000, including $65,000 accrued at year end

NOTE G – TREASURY STOCK

On June 1, 1992, the Company repurchased 500 shares of its outstanding capital stock to be held in treasury The stock was repurchased for $50,000, the amount at which it was issued An installment note was executed in repayment As a result, outstanding stock was reduced by 500 shares and additional paid-in capital was reduced by $49,500 The note has been repaid in full

NOTE H – COMMITMENTS AND CONTINGENCIES

Operating leases

In 2013, the Company entered into a non-cancelable operating lease for office space expiring in July 2018 for approximately $3,200 per month plus parking and other fees Rent expense totaled $42,650 for the year ended December 31, 2015

Future minimum lease payments required under the non-cancelable operating lease as of December 31, 2015 are

2016	$ 41,250
2017	42,489
2018	25,214
Total	$ 108,953

The Company also is responsible for an operating lease for a franchisee expiring in January 2017 for approximately $1,300 per month The Company is reimbursed by the franchisee for this expense

Litigation

In the normal course of conducting its operations, the Company occasionally becomes party to various legal actions and proceedings As of the financial statement report date, management is not aware of any claims or legal action or any pending or threatened litigation, claims or assessments against the Company

NATURE'S TABLE
FRANCHISE COMPANY

FINANCIAL STATEMENTS

Year Ended December 31, 2014

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MOSS, KRUSICK & ASSOCIATES, LLC
CERTIFIED PUBLIC ACCOUNTANTS

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American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

PCAOB Registered

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Nature s Table Franchise Company
Orlando Florida

We have audited the accompanying financial statements of Nature s Table Franchise Company (a Florida S Corporation), which comprise the balance sheet as of December 31, 2014, and the related statements of income, changes in stockholders' equity and cash flows for the year then ended and the related notes to the financial statements

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of Nature s Table Franchise Company as of December 31, 2014, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Moss, Krusick & Associates, LLC

March 25, 2015
Winter Park, Florida

NATURE'S TABLE FRANCHISE COMPANY

BALANCE SHEET

December 31, 2014

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	204,612
Royalty fees and other receivable		145,618
Due from related parties		72,610
Total current assets		422,840
Security deposit		3,800
Total assets	$	426,640

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accrued payroll	$	21,005
Profit sharing contributions payable		50,000
Total current liabilities		71,005
STOCKHOLDERS' EQUITY		
Capital stock, no par value, 5,000 shares authorized, 4,500 shares issued and outstanding		4,500
Retained earnings		351,635
		356,135
Less Treasury stock, 500 shares		500
Total stockholders' equity		355,635
Total liabilities and stockholders equity	$	426,640

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF INCOME

For the Year Ended December 31, 2014

REVENUES		
Royalties	$	948,539
Vendor rebates		285,051
Franchise fees		157,600
Management fees		97,500
Other income		36,735
Total revenue		1,525,425
OPERATING EXPENSES		
Payroll		906,498
Profit sharing		81,470
Travel and entertainment		57,692
Professional fees		52,034
Automobile expense		51,858
Rent		49,207
Commisions		40,859
Advertising		36,819
Insurance		30,028
Utilities		16,917
Office expense		16,296
Miscellaneous		7,405
Restaurant supplies		3,704
Research and development		3,546
Licenses and membership fees		2,681
Repairs and maintenance		1,901
Bank charges		651
Total operating expenses		1,359,566
Net income	$	165,859

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

For the Year Ended December 31, 2014

	Capital Stock	Retained Earnings	Treasury Stock	Equity
Balance at December 31, 2013	$ 4,500	$ 239,291	$ (500)	$ 243,291
Net income		165,859	-	165,859
Distributions		(53,515)		(53,515)
Balance at December 31, 2014	$ 4,500	$ 351,635	$ (500)	$ 355,635

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

STATEMENT OF CASH FLOWS

For the Year Ended December 31, 2014

CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$	165,859
Adjustments to reconcile to net cash provided by operating activities		
Changes in operating assets and liabilities		
Increase in royalty fees receivable		(55,061)
Decrease in accounts payable		(2,750)
Decrease in deferred revenue		(30,000)
Increase in profit sharing contributions payable		15,000
Increase in accrued payroll		2,903
Net cash provided by operating activities		95,951
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in due from related parties		(1,226)
Distributions		(53,515)
Net cash used by financing activities		(54,741)
Net increase in cash and equivalents		41,210
Cash and equivalents, beginning of year		163,402
Cash and equivalents, end of year	$	204,612

The accompanying notes are an integral part of these financial statements

NATURE'S TABLE FRANCHISE COMPANY

NOTES TO FINANCIAL STATEMENTS

December 31, 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1 Organization and Nature of Business

Nature's Table Franchise Company (the "Company) was incorporated on January 28, 1987, under the laws of the State of Florida and was formed for the purpose of selling franchises to operate fast casual serving restaurants under the trade name Nature's Table The Company has 73 locations in the United States, of which five locations are owned and operated by related companies and 68 locations are owned and operated by third party franchisees

2 Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect certain reported amounts and disclosures Accordingly, actual results could differ from those estimates

3 Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all investments purchased with a maturity of three months or less to be cash equivalents

4 Royalty Fees and Other Fees

The Company licenses franchised locations to operate under its trade name throughout the United States Franchise fees are recorded as income when substantially all the initial services required by the franchise or license agreement are performed, which is usually on the date the licensee commences operations Initial license fees received prior to that are recorded as deferred income Franchise fees are not charged to franchised restaurants operated by related companies

Royalty fees are received for ongoing services such as management training and use of the Company s trade name The fees are calculated as approximately 5% of licensees' total sales, recognized as earned, and usually collected in the following month that royalty fees are earned Royalty fees are only charged to franchised locations owned by independent unrelated party companies For related party company owned locations, a management fee is charged by the Company in lieu of royalties with the amount calculated based on the owners discretions

Royalty fees receivable represent royalty fees earned but not received from licensees at December 31, 2014

Vendor rebates are recognized when earned and collectability is assured, which is generally when the rebates are received

Other income primarily includes reimbursements from franchised restaurants which are recognized as earned based on various purchase agreements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

5 Due from Related Parties

Due from related parties primarily consist of intercompany loans and management fees earned but not received from related companies at December 31, 2014

6 Allowance for Doubtful Accounts

The Company assesses the collectability of royalty fees receivable and amounts due from related parties on a periodic basis No allowance for doubtful accounts was deemed necessary at December 31, 2014

7 Property and Equipment

Property and equipment is stated at cost Depreciation is calculated using the double-declining method over the estimated useful life of the respective assets Repairs and maintenance costs are expensed as incurred Significant betterments are capitalized As of December 31, 2014, all property and equipment was fully depreciated

8 Fair Value Measurement

The Company accounts for financial assets in accordance with ASC No 820, *Fair Value Measurement,* which defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value The fair value measurement disclosures are grouped into three levels based on valuation factors Level 1 - quoted prices in active markets for identical assets or liabilities, Level 2 - significant other observable inputs, and Level 3 – significant unobservable inputs At December 31, 2014, the Company has no instruments that require additional disclosure The carrying amounts of the Company s financial instruments, including cash, receivables, payables and notes payable approximate fair value because of the short period to maturity for these instruments and/or market interest rates

9 Income Taxes

The Company has elected under the Internal Revenue Code and comparable state regulations to be taxed as an S Corporation In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income Therefore, no provisions of liability for federal income taxes have been included in these financial statements Various states and localities tax S Corporation income, and, accordingly, the appropriate income tax has been recorded

Management has concluded that as of December 31, 2014 there are no uncertain tax positions taken or expected to be taken by the Company that would require recognition of a liability (or asset) or disclosure in the financial statements The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress The Company is no longer subject to income tax examinations for years prior to 2011

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10 Advertising

Advertising and sales promotion costs are expensed when incurred

11 Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09"), which amends the existing accounting standards for revenue recognition ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to customers ASU 2014-09 will be effective for the Company beginning in 2018 Early adoption is not permitted The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption The Company is currently evaluating the impact of adopting the new revenue standard on its financial statements

12 Subsequent Events

Subsequent events have been evaluated through March 25, 2015, the date the financial statements were available to be issued

NOTE B – CONCENTRATIONS OF CREDIT RISK

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash The Company maintains its cash in various banks in accounts which are insured by the Federal Deposit Insurance Corporation up to $250,000 per institution At times, the balances in these accounts may be in excess of federally insured limits

The Company conducts its business in the fast food market Most franchisee or licensee owned restaurants are operated as tenants in office buildings and strip malls throughout the United States, which are subject to closure or cancellation of the lease with or without cause Some franchised restaurants are located in corporate office break rooms with contracts subject to renewal or cancellation

NOTE C – RELATED PARTY TRANSACTIONS

The Company occasionally offers intercompany loans to related companies which operate restaurant locations and must acquire equipment and incur other costs related to store openings The loans are interest free and due on demand As of December 31, 2014, loans due from related parties totaled $72,610 which is expected to be collected in full in 2015

Management fees charged to related companies for administrative support totaled $97,500 during the year ended December 31, 2014 As of December 31, 2014, the Company has no receivables outstanding for management fees from related companies

NOTE D – PROPERTY AND EQUIPMENT

At December 31, 2014, property and equipment consisted of the following

	Cost	Estimated Life
Computer equipment	$ 7,052	5 years
Furniture	11,677	5-7 years
	18,729	
Less accumulated depreciation	18,729	
	$ -	

NOTE E – LINE OF CREDIT

The Company has a $100,000 bank line of credit, with interest at 5 5% which expires in August 2015 from a bank There was no amount drawn at December 31, 2014

NOTE F – PROFIT SHARING PLAN

The Company has a non-contributory defined contribution profit sharing plan that covers all eligible employees Contributions to the profit sharing plan are made at the discretion of the Board of Directors of the Company The profit sharing contribution to the plan for 2014 was $81,470, including $50,000 accrued at year end

NOTE G – TREASURY STOCK

On June 1, 1992, the Company repurchased 500 shares of its outstanding capital stock to be held in treasury The stock was repurchased for $50,000, the amount at which it was issued An installment note was executed in repayment As a result, outstanding stock was reduced by 500 shares and additional paid-in capital was reduced by $49,500 The note has been repaid in full

NOTE H – COMMITMENTS AND CONTINGENCIES

Operating lease

In 2013, the Company entered into a non-cancelable operating lease for office space expiring in July 2018 for approximately $3,200 per month plus parking and other fees The Company also is responsible for an operating lease for a franchisee expiring in January 2017 for approximately $1,300 per month Rent expense totaled $49,207 for the year ended December 31, 2014

NOTE H – COMMITMENTS AND CONTINGENCIES (continued)

Operating lease (continued)

Future minimum lease payments required under the non-cancelable operating lease as of December 31, 2014 are

2015	$ 55,647
2016	56,850
2017	58,089
2018	40,814
Total	$ 211,400

Litigation

In the normal course of conducting its operations, the Company occasionally becomes party to various legal actions and proceedings As of the financial statement report date, management is not aware of any claims or legal action or any pending or threatened litigation, claims or assessments against the Company

EXHIBIT B TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

NATURE'S TABLE FRANCHISE COMPANY

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE

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NATURE'S TABLE FRANCHISE COMPANY

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement') is made and entered into by and between Nature's Table Franchise Company, a Florida corporation having its principal place of business at 545 Delaney Avenue, Building 2Orlando, Florida 32801 ("we", "us" or "our") and _____, a _____ corporation/limited liability company/partnership, having its principal place of business at _____ ("you" or "your") on the date this Agreement is executed by us below (the "Effective Date")

WITNESSETH

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of quick-serve cafes operating under the name "Nature's Table Cafe®" offering a variety of sandwiches, natural fruit juices, high protein drinks and shakes, frozen yogurt and frozen yogurt shakes, ice cream, soups, vegetarian chili, salads, pasta salads, soft drinks, fresh fruit, low-fat muffins, and other "sensible" foods,

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, and furnishings, proprietary products and ingredients, proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations, quality and uniformity of products and services offered, procedures for inventory, management and financial control, training and assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by us from time to time,

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Nature's Table®" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks"),

WHEREAS, we and our affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service,

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications, and

WHEREAS, you desire to use the System in connection with the operation of a cafe at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows

ARTICLE 1
GRANT

1 1 Grant of Franchise

In reliance on the representations and warranties of you and your Controlling Principals (as defined in Section 19 18) hereunder, we hereby grant to you, upon the terms and conditions in this Agreement, the right and license, and you hereby accept the right and obligation, to operate a Nature's Table Cafe under the Marks and the System in accordance with this Agreement ("Cafe" or ' Franchised Business") You and the Controlling Principals have represented to us that you have entered into this Agreement with the intention to comply fully with the obligations to construct a Cafe hereunder and not for the purpose of reselling the rights to develop the Cafe hereunder You and the Controlling Principals understand and acknowledge that we have granted such rights in reliance on the business skill, financial capacity, personal character of, and expectations of performance hereunder by, you and the Controlling Principals and that this Agreement and the rights and obligations hereunder may not be transferred until after the Cafe is open for business to the public in accordance with Section 2 6, and then only in accordance with Article 16 hereof

1 2 Accepted Location

The specific street address of the Cafe location accepted by us shall be set forth in Attachment A ("Location" or "Accepted Location") You shall not relocate the Cafe without our express prior written consent, which consent shall not be unreasonably withheld This Agreement does not grant to you the right or license to operate the Cafe or to offer or sell any products or services described under this Agreement at or from any other location

1 3 Relocation

If you are unable to continue the operation of the Cafe at the Accepted Location because of the occurrence of a force majeure event (as described in Section 17 1 3(e)), then you may request our approval to relocate the Cafe to another location in the Territory, as that term is defined below, which approval shall not be unreasonably withheld Any other relocation outside the Territory or a relocation of the Cafe not caused by force majeure shall also be subject to our prior approval If we elect to grant you the right to relocate the Cafe, then you shall comply with the site selection and construction procedures set forth in Article 2 We may Charge you a relocation fee of up to $10,000

1 4 Territory

Upon the execution of this Agreement, you will be assigned an exclusive territory (the "Territory") that will also be described in Attachment A Except as provided in this Agreement, and subject to your and the Controlling Principals' material compliance with this Agreement, any other agreement among you or any of your affiliates (defined for the purposes hereof as any entity that is controlled by, controlling or under common control with such other entity) and us, we shall not establish or authorize any other person or entity, other than you, to establish a Cafe in the Territory during the term of this Agreement and any extensions hereof You acknowledge and understand that the rights granted hereunder pertain only to the establishment of a Café You acknowledge and agree that our affiliates currently operate, or may in the future operate, cafes under different marks and with operating systems that are the same as or similar to the System, and that any such cafes might compete with your Café You further agree and acknowledge that the license granted hereby is only for the operation of one (1) Cafe and only at a location approved by us

1 5 Our Reserved Rights

Except as expressly limited by Section 1 4, we and our affiliates retain all rights with respect to Cafes, the Marks and the sale of any products and services outside of your Territory, including, without limitation, the right

1 5 1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Cafes and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Territory, and under any terms and conditions we deem appropriate "Alternative distribution channels ' include, but are not limited to, the Internet, catalog sales, grocery stores, club stores, telemarketing or other direct marketing sales,

1 5 2 to operate and to grant others the right to operate Cafes located outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to your Cafe, and

1 5 3 the right to acquire and operate a business operating one or more cafes or food service businesses located or operating in the Territory

ARTICLE 2
SITE SELECTION, PLANS AND CONSTRUCTION

2 1 Your Responsibility to Locate a Site

You assume all cost, liability, expense and responsibility for locating, obtaining and developing a site for the Cafe within the Territory, and for constructing and equipping the Cafe at such site You shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Cafe unless the site is accepted by us as set forth below You acknowledge that the location, selection, procurement and development of a site for the Cafe is your responsibility, that in discharging such responsibility you shall consult with real estate and other professionals of your choosing, and that our approval of a prospective site and the rendering of assistance in the selection of a site does not constitute a representation, promise, warranty or guarantee, express or implied, by us that the Cafe operated at that site will be profitable or otherwise successful

2 2 Site Selection

2 2 1 Prior to acquiring by lease or purchase a site for the Cafe, but within ninety (90) days of the date this Agreement is executed, you shall locate a site for the Cafe that satisfies the site selection guidelines provided to you by us pursuant to Section 5 1 and shall submit to us in the form specified by us a description of the site, including evidence reasonably satisfactory to us demonstrating that the site satisfies our site selection guidelines, together with such other information and materials as we may reasonably require, including, but not limited to, a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site We shall have thirty (30) days after receipt of this information and materials to approve or disapprove, in our sole discretion, the proposed site as the location for the Cafe We shall, in accordance with Section 5 2, provide location assistance, at your expense No site may be used for the location of the Cafe unless it is first accepted in writing by us You acknowledge and agree that our approval of a location for the Cafe is not a warranty or guaranty, express or implied, that you will achieve any particular level of success at the location or that your Cafe will be profitable Our approval of a location for the Cafe only signifies that the location meets our then-current minimum criteria for a Nature's Table Cafe

2 2 2 If you elect to purchase the premises for the Cafe, you shall submit a copy of the proposed contract of sale to us for our written approval prior to its execution and shall furnish to us a copy of the executed contract of sale within ten (10) days after execution If you will occupy the premises of the Cafe under a lease or sublease, you shall submit a copy of the lease or sublease to us for written approval prior to its execution and shall furnish to us a copy of the executed lease or sublease within ten (10) days after execution No lease or sublease for the Cafe premises shall be accepted by us unless a Collateral Assignment of Lease, prepared by us and executed by us, you and the lessor or sublessor, in substantially the form attached as Attachment B, is attached to the lease and incorporated therein We shall have ten (10) days after receipt of the lease, sublease or the proposed contract of sale to either approve or disapprove such documentation prior to its execution

2 2 3 After a location for the Cafe is accepted by us and acquired by you pursuant to this Agreement the location shall be described in Attachment A

2 3 Zoning Clearances, Permits and Licenses

You shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Cafe premises Prior to beginning the construction of the Cafe, you shall (i) obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Cafe, and (ii) certify in writing to us that the insurance coverage specified in Article 12 is in full force and effect and that all required approvals, clearances, permits and certifications have been obtained Upon written request, you shall provide to us additional copies of your insurance policies or certificates of insurance and copies of all such approvals, clearances, permits and certifications

2 4 Design of Cafe

You must obtain any architectural, engineering and design services you deem necessary for the construction of the Cafe at your own expense from an architectural design firm approved by us, which approval shall not be unreasonably withheld You shall adapt the prototypical architectural and design plans and specifications for construction of the Cafe provided to you by us in accordance with Section 5 3 as necessary for the construction of the Cafe and shall submit such adapted plans to us for our review If we determine, in our reasonable discretion, that any such plans are not consistent with the best interests of the System, we may prohibit the implementation of such plans, and in this event will notify you of any objection(s) within ten (10) days of receiving such plans If we fail to notify you of an objection to the plans within this time period, you may use such plans If we object to any such plans, we shall provide you with a reasonably detailed list of changes necessary to make the plans acceptable We shall, upon a re-submission of the plans with such changes, notify you within ten (10) days of receiving the resubmitted plans whether the plans are acceptable If we fail to notify you in writing of any objection within such time period, you may use the resubmitted plans You acknowledge that our review of such plans relates only to compliance with the System and that acceptance by us of such plans does not constitute a representation, warranty, or guarantee, express or implied, by us that such plans are accurate or free of error concerning their design or structural application

2 5 Build-Out of Cafe

You shall commence and diligently pursue construction or remodeling (as applicable) of the Cafe Commencement of construction shall be defined as the time at which any site work is initiated by you or on your behalf at the location accepted for the Cafe Site work includes, without limitation, paving of parking areas, installing outdoor lighting and sidewalks, extending utilities, demising of interior walls and demolishing of any existing premises During the time of construction or remodeling, you shall provide us with such periodic reports regarding the progress of the construction or remodeling as may be

reasonably requested by us In addition, we may make such on-site inspections as we may deem reasonably necessary to evaluate such progress You shall notify us of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date Within a reasonable time after the date of completion of construction or remodeling, we may, at our option, conduct an inspection of the completed Cafe You acknowledge and agree that you will not open the Cafe for business without our written authorization and that authorization to open shall be conditioned upon your strict compliance with this Agreement

2 6 Opening Date, Time is of the Essence

You acknowledge that time is of the essence Subject to your compliance with the conditions stated below, you shall open the Cafe and commence business within ninety (90) days after you secure the approved location for the Cafe, unless you obtain an extension of such time period from us in writing The date the Cafe actually opens for business to the public is herein called the "Opening Date" Prior to opening, you shall complete all exterior and interior preparations for the Cafe, including installation of equipment, fixtures, furnishings and signs, pursuant to the plans and specifications reasonably approved by us, and shall comply with all of your other pre-opening obligations, including, but not limited to, those obligations described in Sections 6 2 through 6 7, to our reasonable satisfaction If you fail to reasonably comply with any of such obligations, except for delay caused by a force majeure act as described in Section 17 1 3(e), we shall have the right to prohibit you from commencing business Your failure to open the Cafe and commence business in accordance with the foregoing shall be deemed an event of material default under this Agreement

ARTICLE 3
TERM AND RENEWAL

3 1 Term

Unless sooner terminated as provided in Article 17 hereof, the term of this Agreement shall continue from the date stated on the first page hereof for a period of ten (10) years

3 2 Renewal

Subject to the provisions of this Section, you shall have an option (exercisable only by written notice delivered to us less than nine (9) months, but more than six (6) months, prior to the end of the Initial Term of this Agreement) to renew the franchise hereunder up to two (2) additional periods of five (5) years each, if

3 2 1 you have been, throughout the Initial Term of this Agreement, in substantial compliance, and at the expiration of such Initial Term are in full compliance, with this Agreement, the lease and all other agreements between you and us or companies associated or affiliated with us,

3 2 2 you enter into our then-current Franchise Agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of franchises (which then-current Franchise Agreement may materially differ from this Agreement, including a higher rate of fees, different methods of calculating fees due, and different payment methods, which shall be the same as those set out in the franchise agreements being executed at the time of renewal),

3 2 3 you are able to maintain possession of the Premises for the Franchised Business (or at relocated Premises pursuant to Section 1 3 hereof) pursuant to a lease reasonably acceptable to us,

3 2 4 you refurbish, upgrade, and/or renovate your Cafe as we require in order that your Cafe will meet our then-current standards and image for Nature's Table Cafes,

3 2 5 the landlord of the Premises consents to a renewal or extension of the lease,

3 2 6 at the time the renewal option is exercised and at the time such renewal commences, all monetary obligations to us and any affiliate of ours must be current and must have been current at all times during the preceding twelve (12) months, and

3 2 7 you execute a general release running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders

3 3 Refusal to Renew Franchise Agreement

We can refuse to renew your franchise in certain circumstances, including, but not limited to, if you fail to substantially comply with the terms of this Agreement, you fail to pay amounts owed to us when due, or you fail to cure of any defaults incurred during the initial term of this Agreement, if applicable

3 4 Renewal Under Law

Even though we decline the renewal of your franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the renewal period begins If we are not then offering new franchises, your renewal period will be subject to the terms in the Franchise Agreement that we indicate If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement

3 5 Your Election Not to Renew

For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us our then-standard Franchise Agreement and other ancillary documents required by us for a renewal franchise within thirty (30) days after we have delivered them to you

ARTICLE 4
FEES

4 1 Initial Franchise Fee

You shall pay to us an initial franchise fee of Thirty Thousand Dollars ($30,000) which shall be paid upon the execution of this Agreement The amount of the initial franchise fee when so paid shall be deemed fully earned in consideration of the administrative and other expenses incurred by us in granting the franchise hereunder and for our lost or deferred opportunity to grant such franchise to any other party If you or your General Manager is/are unable to complete the initial training program to our Franchisor's satisfaction (after having provided you an opportunity to designate a replacement General Manager), then we shall have the option, to be exercised in our discretion, to terminate this Agreement, in which event we shall refund to you the sum of Five Thousand Dollars ($5,000) The initial franchise fee is not refundable, in whole or in part, under any other circumstances You agree to execute and deliver any documents that we require before receiving such refund, including, but not limited to, a general release and a confidentiality and non-competition agreement

4 2 Royalty Fees

4 2 1 During the term of this Agreement, you shall pay to us, in partial consideration for the rights herein granted, a continuing monthly royalty fee of five percent (5%) of Gross Sales Such royalty fee shall be due and payable each month based on the Gross Sales for the preceding calendar month so that it is received by us by electronic funds transfer on or before the tenth (10^{th}) day of each month, provided that such day is a business day If the date on which such payments would otherwise be due is not a business day, then payment shall be due on the next business day

4 2 2 Each such royalty fee shall be preceded by a royalty report itemizing the Gross Sales for the preceding calendar month ("Royalty Report") and any other reports required hereunder Notwithstanding the foregoing, you shall provide us with such Gross Sales information by the fifth (5^{th}) day of each month (or next business day if such day is not a business day) by modem or, if not reasonably available, by facsimile transmission or such other method of delivery as we may reasonably direct

4 2 3 If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you

4 3 Marketing Fee

In addition to the royalty fee described in Section 4 2 above, you agree to pay to us a marketing fee in an amount equal to one percent (1%) of the Cafe's Gross Sales Such marketing fee shall be contributed to a Marketing Fund maintained by us, as described in Section 8 3 below The marketing fee is payable to us at the same time and in the same manner as the royalty fee

4 4 Payments to Us

By executing this Agreement, you agree that we shall have the right to withdraw funds from your designated bank account each month by electronic funds transfer ("EFT") in the amount of the royalty fee, marketing fee and any other payments due to us and/or our affiliates If you do not report the Cafe's Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last royalty fee and marketing fee that we debited If the royalty fee and marketing fee we debit are less than the royalty fee and marketing fee you actually owe to us, once we have been able to determine the Cafe's true and correct Gross Sales, we will debit your account for the balance on a day we specify If the royalty fee and marketing fee we debit are greater than the royalty fee and marketing fee you actually owe, we will credit the excess against the amount we otherwise would debit from your account during the following month You shall, upon execution of this Agreement or at any time thereafter at our request, execute such documents or forms as we or your bank determine are necessary for us to process EFTs from your designated bank account for the payments due hereunder If payments are not received when due, interest may be charged by us in accordance with Section 4 5 below Upon written notice to you, you may be required to pay such fees directly to us in lieu of EFT, at our sole discretion

4 5 Interest on Overdue Amounts

You shall not be entitled to withhold payments due us under this Agreement on grounds of alleged non-performance by us hereunder Any payment or report not actually received by us on or before its due date shall be deemed overdue Time is of the essence with respect to all payments to be made by you to us All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate allowed by applicable law Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law If any excess of interest is provided for herein, or shall be adjudicated to be so provided

in this Agreement, the provisions of this paragraph shall govern and prevail, and neither you nor your Controlling Principals shall be obligated to pay the excess amount of such interest If for any reason interest in excess of the maximum rate allowed by applicable law shall be deemed charged, required or permitted, any such excess shall be applied as a payment and reduction of any other amounts which may be due and owing hereunder, and if no such amounts are due and owing hereunder then such excess shall be repaid to the party that paid such interest

4 6 Definition of Gross Sales

"Gross Sales" shall mean the total selling price of all services and products and all income of every other kind and nature related to the Cafe (including, without limitation, income related to catering and delivery activities, and any sales or orders of food products or food preparation services provided from or related to the Cafe), whether for cash or credit and regardless of collection in the case of credit In the event of a cash shortage, the amount of Gross Sales shall be determined based on the records of the electronic cash register system and any cash shortage shall not be considered in the determination Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments

4 7 Insufficient Funds Fee

If, for any reason, any payment owed by you to us is denied by your bank due to insufficient funds in your account, then you shall, in addition to applicable interest as described in Section 4 5 above, pay our then-current insufficient funds fee

4 8 Payment of Additional Fees

You shall pay such other fees or amounts described in this Agreement

ARTICLE 5
OUR OBLIGATIONS

We agree to provide the services described below with regard to the Cafe

5 1 Site Selection Assistance

Our written site selection guidelines and such site selection assistance as we may deem advisable

5 2 Location Assistance, On-Site Evaluation

If you request that we provide you with assistance in locating a suitable site for your Cafe, or if you request that we conduct an on-site evaluation of your proposed site, you shall pay our then-current per diem fee for providing such assistance or performing such evaluation, as well as the reasonable expenses incurred by us (or our designee) in connection with such assistance, including, without limitation, the costs of travel, lodging and meals For any on-site evaluation requested by you, we shall not be required to conduct such evaluation until we receive of all required information and materials concerning such site prepared pursuant to Article 2

5 3 Prototype Design Plans

On loan, one (1) set of prototypical architectural and design plans and specifications for a Cafe You shall independently, and at your expense, have such architectural and design plans and specifications adapted for construction of the Cafe in accordance with Article 2

5 4 Confidential Operations Manual

On loan, one (1) set of Confidential Operations Manuals and such other manuals and written materials as we shall have developed for use in the Franchised Business (as the same may be revised by us from time to time, the "Manuals"), as more fully described in Section 10 1 The Manuals may, in our discretion, be provided electronically or via an intranet website for all Nature's Table Cafes in the System

5 5 Visits and Evaluations

Visits to the Cafe and evaluations of the products sold and services rendered therein from time to time as reasonably determined by us, as more fully described in Section 7 5 6

5 6 Advertising and Promotional Materials

Certain advertising and promotional materials and information developed by us and/or our affiliate from time to time for use by you in marketing and conducting local advertising for the Cafe at a reasonable cost to you We shall have the right to review and approve or disapprove all advertising and promotional materials that you propose to use, pursuant to Article 8

5 7 Management and Operations Advice

Advice and written materials concerning techniques of managing and operating the Cafe from time to time developed by us, including new developments and improvements in Cafe equipment, food products and the packaging and preparation thereof and menu items

5 8 Products for Resale

From time to time and at our reasonable discretion, at a reasonable cost, make available for resale to your customers certain merchandise identifying the System, such as logoed merchandise and memorabilia, in sufficient amounts to meet customer demand We may specify that you must purchase such merchandise from us, our affiliate, or another designated supplier

5 9 Approved Suppliers

A list of approved suppliers as described in Section 7 4 from time to time as we deem appropriate

5 10 Initial Training Program

An initial training program for you or your General Manager and up to two (2) employees, as well as other training programs in accordance with the provisions of Sections 6 4 1, 6 4 2 and 6 4 4

5 11 Marketing Fund

Establishment and administration of a marketing fund and/or advertising cooperatives in accordance with Article 8

ARTICLE 6
YOUR AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

6 1 Use Commercially Reasonable Efforts

Each of you and the Controlling Principals covenants and agrees that they shall make all commercially reasonable efforts to operate the Cafe so as to achieve optimum sales

6 2 Representations of Corporate Entity

If you are a corporation, limited liability company, or partnership, you and the Controlling Principals represent, warrant and covenant that

6 2 1 You are duly organized and validly existing under the state law of your formation,

6 2 2 You are duly qualified and are authorized to do business in each jurisdiction in which your business activities or the nature of the properties owned by you require such qualification,

6 2 3 Your corporate charter, operating agreement, or written partnership agreement shall at all times provide that your activities are confined exclusively to the operation of the Cafe, unless otherwise consented to in writing by us,

6 2 4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within your corporate power, if you are a corporation, or if you are a limited liability company, permitted under your operating agreement, or if you are a partnership, permitted under your written partnership agreement and have been duly authorized by you,

6 2 5 If you are a corporation or a limited liability company, copies of your articles of incorporation, bylaws, operating agreement, other governing documents, any amendments thereto, resolutions of the Board of Directors authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or transfer of stock of the corporation, and any other documents as may be reasonably required by us shall be furnished to us prior to the execution of this Agreement, or, if you are a partnership, copies of your written partnership agreement, other governing documents and any amendments thereto shall be furnished to us prior to the execution of this Agreement, including evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if such approval or consent is required by your written partnership agreement,

6 2 6 If you are a corporation, partnership or other form of legal entity other than an individual, the ownership interests in you are accurately and completely described in Attachment C Further, if you are a corporation, you shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you or, if you are a partnership or other form of legal entity, you shall maintain at all times a current list of all owners of an interest in the partnership or entity You shall immediately provide a copy of the updated list of all owners to us upon the occurrence of any change of ownership and otherwise make your list of owners available to us upon reasonable written request,

6 2 7 If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any of equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to us that it is held subject to all restrictions imposed upon assignments by this Agreement, provided, however, that the requirements of this Section shall not apply to the transfer of equity securities of a publicly held corporation (as defined in Section 19 18) If you are a partnership or limited liability company, your written agreement shall provide that ownership of an interest in the entity is held subject to all restrictions imposed upon assignments by this Agreement,

6 2 8 You must have provided us with your most recent financial statements Such financial statements present fairly your financial position, at the dates indicated therein and with respect to you, the results of your operations and your cash flow for the years then ended You agree that you shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill your obligations under this Agreement Each of the financial statements mentioned above shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on your financial statements

6 2 9 If, after the execution of this Agreement, any person ceases to qualify as one of your Principals (defined in Section 19 18) or if any individual succeeds to or otherwise comes to occupy a position which would, upon designation by us, qualify him as one of your Principals, you shall notify us within ten (10) days after any such change and, upon designation of such person by us as one of your Principals or as a Controlling Principal, as the case may be, such person shall execute such documents and instruments (including, as applicable, this Agreement) as may be required by us to be executed by others in such positions,

6 2 10 Your Principals shall each execute and bind themselves to the confidentiality and non-competition covenants set forth in the Confidentiality Agreement and Ancillary Covenants Not to Compete which forms Attachment D to this Agreement (see Sections 10 2 2 and 10 3 4) The Controlling Principals shall, jointly and severally, guarantee your performance of all of your obligations, covenants and agreements hereunder pursuant to the terms and conditions of the guaranty contained herein, and shall otherwise bind themselves to the terms of this Agreement as stated herein, and

6 2 11 You and the Controlling Principals acknowledge and agree that the representations, warranties and covenants set forth above in Sections 6 2 1 through 6 2 10 are continuing obligations of you and the Controlling Principals, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement You and the Controlling Principals will cooperate with us in any efforts made by us to verify compliance with such representations, warranties and covenants

6 3 General Manager

You shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Cafe The General Manager shall be responsible for the daily operation of the Cafe and may be one of the Controlling Principals The General Manager shall, during the entire period he serves as General Manager, meet the following qualifications

6 3 1 The General Manager shall satisfy our educational and business experience criteria as set forth in the Manuals as defined herein or otherwise in writing by us,

6 3 2 The General Manager shall devote full time and best efforts to the supervision and management of the Café,

6 3 3 The General Manager shall be an individual acceptable to us, and

6 3 4 The General Manager shall satisfy the training requirements set forth in Section 6 4 If, during the term of this Agreement, the General Manager is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section, you shall promptly

notify us and designate a replacement within sixty (60) days after the General Manager ceases to serve, such replacement being subject to the same qualifications listed above (including completing all training and obtaining all certifications required by us) You shall provide for interim management of the Cafe until such replacement is so designated, such interim management to be conducted in accordance with the terms of this Agreement Any failure to materially comply with the requirements of this Section 6 3 shall be deemed a material event of default under Section 17 1 3(o) hereof

6 4 Training

You agree that it is necessary to the continued operation of the System and the Cafe that your personnel receive such training as we may reasonably require, and accordingly agree as follows

6 4 1 Not later than sixty (60) days prior to the Opening Date, you or your General Manager and two (2) additional employees (for a maximum of three (3) persons) shall attend and complete, to our reasonable satisfaction, our initial training program, including classroom training and training in an operating Cafe at such location(s) as may be designated by us If you wish to send additional employees to our initial training program, whether before the Cafe opens or while the Cafe is operating, you shall pay to us our then-current training fee for each additional trainee

We shall determine, in our reasonable discretion, whether the General Manager has satisfactorily completed initial training If the initial training program is (a) not completed within the timeframe required by us, (b) not satisfactorily completed by the General Manager, or (c) if we in our reasonable business judgment, based upon the performance of the General Manager, determine that the training program cannot be satisfactorily completed by any such person, you shall designate a replacement to satisfactorily complete such training Any General Manager subsequently designated by you shall also receive and complete such initial training We reserve the right to charge a reasonable fee for any initial training provided by us to any initial General Manager or any other Cafe personnel for any initial training provided to a replacement or successor General Manager You shall be responsible for any and all expenses incurred by you, your General Manager and other Cafe personnel in connection with any initial training program, including, without limitation, costs of travel, lodging, meals and wages

6 4 2 The initial training program includes approximately two (2) weeks of training at our headquarters, at one of our operating Nature's Table Cafes or at another location we designate, and an additional two (2) weeks of training at your Cafe

6 4 3 Upon your reasonable request or as we shall deem appropriate, we shall, during the term hereof, subject to the availability of personnel, provide you with additional trained representatives who shall provide on-site training and assistance to your Cafe personnel For this additional training and assistance, you shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals

6 4 4 We reserve the right to conduct additional or refresher training programs, seminars and other related activities regarding the operation of the Cafe Such training programs and seminars may be offered to the General Manager or other Cafe personnel generally, and we may designate that such training programs and seminars are mandatory for your General Manager and other Cafe personnel We will present the training program at our cost, or we may use money from the Marketing Fund to do this, but you must pay for your trainees' expenses, including travel, lodging, meals and applicable wages

6 5 Franchisee Meetings

We reserve the right to hold meetings for all franchisees and other Nature's Table Cafe operators, which meetings shall not occur more frequently than annually We shall not be required to hold such meetings until we believe it is prudent to do so These meetings may be used to provide additional training, introduce new products or changes to the System, or for other reasons We reserve the right to designate that attendance at any franchisee meeting is mandatory for you and/or your General Manager We may use money from the Marketing Fund to pay for the cost of presenting the annual meeting You shall pay for all of the expenses incurred by your attendees at the meeting, including travel, lodging, meals and wages

6 6 Hiring Practices

You and the Controlling Principals understand that compliance by all franchisees and multi-unit operators operating under the System with our training, development and operational requirements is an essential and material element of the System and that we and franchisees and multi-unit operators operating under the System consequently expend substantial time, effort and expense in training management personnel for the development and operation of their respective Cafes Accordingly, you and the Controlling Principals agree that if you or any Controlling Principal shall, during the term of this Agreement, designate as General Manager or employ in a managerial position any individual who is at the time or was within the preceding ninety (90) days employed in a managerial or supervisory position by us, including, but not limited to, individuals employed to work in Cafes operated by us or by any other franchisee, then such former employer of such individual shall be entitled to be compensated for the reasonable costs and expenses, of whatever nature or kind, incurred by such employer in connection with the training of such employee The parties hereto agree that such expenditures may be uncertain and difficult to ascertain and therefore agree that the compensation specified herein reasonably represents such expenditures and is not a penalty An amount equal to the compensation of such employee for the six (6) month period (or such shorter time, if applicable) immediately prior to the termination of his employment with such former employer shall be paid by you to the former employer prior to such individual assuming the position of General Manager or other managerial position unless otherwise agreed with the former employer In seeking any individual to serve as General Manager or in such other managerial position, you and the Controlling Principals shall not discriminate in any manner whatsoever to whom the provisions of this Section apply, on the basis of the compensation required to be paid hereunder, if you or any Controlling Principal designate or employ such individual The parties hereto expressly acknowledge and agree that no current or former employee of us, you, or of any other entity operating under the System shall be a third party beneficiary of this Agreement or any provision hereof Notwithstanding the above, solely for purposes of bringing an action to collect payments due under this Section, such former employer shall be a third party beneficiary of this Section 6 6 We hereby expressly disclaim any representations and warranties regarding the performance of any employee or former employee of ours, or any franchisee or multi-unit operator under the System who is designated as your General Manager or employed by you or any of the Controlling Principals in any capacity, and we shall not be liable for any losses, of whatever nature or kind, incurred by you or any Controlling Principal in connection therewith

6 7 Compliance with Laws

You shall comply with all requirements of federal, state and local laws, rules, regulations, and orders, including but not limited to obtaining the appropriate licenses and permits required by your local or state government

You and your Principals agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below) In connection with that compliance, you

and your Principals certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Principals otherwise are not in violation of, any of the Anti-Terrorism Laws "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war Any violation of the Anti-Terrorism Laws by you or your Principals, or any blocking of your or your Principals' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement

6 8 Compliance with All Other Obligations

You shall comply with all other requirements and perform such other obligations as provided hereunder

ARTICLE 7
FRANCHISE OPERATIONS

7 1 Compliance with Standards

You understand the importance of maintaining uniformity among all of the Cafes and the importance of complying with all of our standards and specifications relating to the operation of the Cafe

7 2 Maintenance of Cafe

You shall maintain the Cafe in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment (including, but not limited to, point of sale or computer hardware and software systems), and decor as we may reasonably direct in order to maintain system-wide integrity and uniformity You shall also obtain, at your cost and expense, any new or additional equipment (including point of sale or computer hardware and software systems), fixtures, supplies and other products and materials which may be reasonably required by us for you to offer and sell new menu items from the Cafe or to provide the Cafe services by alternative means, such as through catering or delivery arrangements Except as may be expressly provided in the Manuals, no material alterations or improvements or changes of any kind in design, equipment, signs, interior or exterior decor items, fixtures or furnishings shall be made in or about the Cafe or its premises without our prior written approval, which shall not be unreasonably withheld

7 3 Remodeling and Redecorating

To assure the continued success of the Cafe, you shall, upon our request, remodel and/or redecorate the Cafe premises, equipment (including point of sale or computer hardware and software systems), signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Cafe to our then-current system-wide standards and specifications We agree that we shall not request such remodeling and/or redecorating more frequently than every five (5) years during the term of this Agreement, except that if the Cafe franchise is transferred pursuant to Article 14, we may request that the transferee remodel and/or redecorate the Cafe premises as described herein

7 4 Approved Suppliers

You shall comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment (including electronic

cash register and computer hardware and software systems) and other products used or offered for sale at the Cafe Except as provided in Sections 7 6 and 7 7 with respect to certain materials bearing the Marks and proprietary products, you shall obtain such items from suppliers (including manufacturers, distributors and other sources) who continue to demonstrate the ability to meet our then-current standards and specifications for food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other items used or offered for sale at Cafes and who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved in writing by us prior to any purchases by you from any such supplier, and who have not thereafter been disapproved by us

If you desire to purchase, lease or use any products or other items from an unapproved supplier, you shall submit to us a written request for such approval, or shall request the supplier itself to do so We reserve the right to require you to reimburse our costs related to evaluation and testing You shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by us We shall have the right to require that our representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered, either to us or to an independent laboratory designated by us, for testing We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria Nothing herein shall be construed to require us to approve any particular supplier

7 5 Operation of Cafe in Compliance with Our Standards

To ensure that the highest degree of quality and service is maintained, you shall operate the Cafe in strict conformity with such of our methods, standards and specifications set forth in the Manuals and as may from time to time otherwise be prescribed in writing In particular, you also agree

7 5 1 To sell or offer for sale all menu items, products and services required by us and in the method, manner and style of distribution prescribed by us, including, but not limited to, dine-in and take-out, only as expressly authorized by us in writing in the Manuals or otherwise in writing

7 5 2 To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by us, to refrain from deviating from our standards and specifications without our prior written consent, and to discontinue selling and offering for sale any menu items, products or services which we may, in our sole discretion, disapprove in writing at any time

7 5 3 To maintain in sufficient supply and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that conform to our standards and specifications, to prepare all menu items in accordance with our recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients, and to refrain from deviating from our standards and specifications by the use or offer of non-conforming items or differing amounts of any items, without our prior written consent

7 5 4 To permit us or our agents, during normal business hours, to remove a reasonable number of samples of food or non-food items from your inventory or from the Cafe, without payment therefor, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet our then-current standards and specifications In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform with our reasonable specifications

7 5 5 To purchase or lease and install, at your expense, all fixtures, furnishings, equipment (including point of sale and computer hardware and software systems), decor items, signs, delivery vehicles, and related items as we may reasonably direct from time to time in the Manuals or otherwise in writing, and to refrain from installing or permitting to be installed on or about the Cafe premises, without our prior written consent, any fixtures, furnishings, equipment, delivery vehicles, decor items, signs, games, vending machines or other items not previously approved as meeting our standards and specifications If any of the property described above is leased by you from a third party, such lease shall be approved by us, in writing, prior to execution Our approval shall be conditioned upon such lease containing a provision which permits any interest of yours in the lease to be assigned to us upon the termination or expiration of this Agreement and which prohibits the lessor from imposing an assignment or related fee upon us in connection with such assignment

7 5 6 To grant us and our agents the right to enter upon the Cafe premises during normal business hours, for the purpose of conducting inspections, to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents and without limiting our other rights under this Agreement, to take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and charge you a reasonable fee for our expenses in so acting, payable by you immediately upon demand

7 5 7 To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that your employees preserve good customer relations and comply with such dress code as we may reasonably prescribe from time to time

7 5 8 To install and maintain equipment and a telecommunications line in accordance with our specifications to permit us to access and retrieve by telecommunication any information stored on a point of sale system (or other computer hardware and software) you are required to utilize at the Cafe premises as specified in the Manuals, thereby permitting us to inspect and monitor electronically information concerning your Cafe, Gross Sales and such other information as may be contained or stored in such equipment and software You shall obtain and maintain Internet access or other means of electronic communication, as specified by us from time to time It shall be a material default under this Agreement if you fail to maintain such equipment, lines and communication methods in operation and accessible to us at all times throughout the term of this Agreement We shall have access as provided herein at such times and in such manner as we shall from time to time specify

7 5 9 To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices

7 5 10 To sell or otherwise issue gift cards or certificates (together "Gift Cards") that have been prepared utilizing the standard form of Gift Card provided or designated by us, and only in the manner specified by us in the Manuals or otherwise in writing You shall fully honor all Gift Cards that are in the form provided or approved by us regardless of whether a Gift Card was issued by you or another Nature's Table Café You shall sell, issue, and redeem (without any offset against any Royalty Fees) Gift Cards in accordance with procedures and policies specified by us in the Manuals or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Nature's Table Cafes and for making timely payment to us, other operators of Nature's Table Cafes, or a third-party service provider for Gift Cards issued from the Cafe that are honored by us or other Nature's Table Cafe operators

7 6 Proprietary Products

You acknowledge and agree that we and our affiliates have developed, and may continue to develop, for use in the System certain products which are prepared from confidential proprietary recipes and which are trade secrets of us and our affiliates, and other proprietary products bearing the Marks Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that we closely control the production and distribution of such products Accordingly, you agree that if such products become a part of the System, you shall use only our secret recipes and proprietary products and shall purchase all of your requirements for such products solely from us or from a source designated by us You further agree to purchase from us or our designated supplier for resale to your customers certain merchandise identifying the System as we shall require, such as logoed merchandise, memorabilia and promotional products, in amounts sufficient to satisfy your customer demand

7 7 Advertising and Promotional Materials

You shall require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business), and other items which may be designated by us to bear the Marks in the form, color, location and manner prescribed by us, including, without limitation, notations about the ownership of the Marks

7 8 Complaints

You shall process and handle all consumer complaints connected with or relating to the Cafe, and shall promptly notify us by telephone and in writing of all of the following complaints (i) food related illnesses, (ii) environmental, safety or health violations, (iii) claims exceeding Five Hundred Dollars ($500 00), and (iv) any other material claims against or losses suffered by you You shall maintain for our inspection any governmental or trade association inspection reports affecting the Cafe or equipment located in the Cafe during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof

7 9 Power of Attorney for Telephone Listings, etc

Upon the execution of this Agreement or at anytime thereafter, you shall, at our option, execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of assigning to us only upon the termination or expiration of this Agreement, as required under Section 17 15 (i) all rights to the telephone numbers of the Cafe and any related and other business listings, and (ii) Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usages related to the Franchised Business You agree that you have no authority to and shall not establish any website or listing on the Internet or World Wide Web without our express written consent, which consent may be denied without reason

7 10 Power of Attorney for Taxes

Upon execution of this Agreement or at any time thereafter, you shall, at our option, execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports filed by you with any state or federal taxing authority relating to the Franchised Business

7 11 Unapproved Products and Services

In the event you sell any food, beverage, products, novelty items, clothing, souvenirs or perform any services that we have not prescribed, approved or authorized, you shall, immediately upon notice from us (i) cease and desist offering or providing the unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or from performing such services and (ii) pay to us, on demand, a prohibited product or service fine equal to Two Hundred Fifty Dollars ($250) per day for each day such unauthorized or unapproved food, beverage, product, premium, novelty item, clothing, souvenir or service is offered or provided by you after written notice from us The prohibited product or service fine shall be in addition to all other remedies available to us under this Agreement or at law

7 12 Customer Surveys

You shall participate in all customer surveys and satisfaction audits, which may require that you provide discounted or complimentary products, provided that such discounted or complimentary sales shall not be included in the Gross Sales of the Cafe Additionally, you shall participate in any complaint resolution and other programs as we may reasonably establish for the System, which programs may include, without limitation, providing discounts or refunds to customers

7 13 Pricing

With respect to the offer and sale of all menu and beverage items, we may from time to time offer guidance with respect to the selling price for such goods, products and services, but you shall be free to set your own prices If you elect to sell any or all of your products or merchandise at any price recommended by us, you acknowledge that we have made no guarantee or warranty that offering such products or merchandise at the recommended price will enhance your sales or profits

ARTICLE 8
ADVERTISING AND RELATED FEES

Recognizing the value of advertising and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows

8 1 Participation in Advertising

We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Cafes operating under the System You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you

8 2 Local Advertising

In addition to the ongoing advertising contributions set forth herein and, subject to any allocation of your expenditures for local advertising to the Cooperative as described in Section 8 4 or Marketing Fund as described in Section 8 3, you shall spend, throughout the term of this Agreement, two percent (2%) of Gross Sales each calendar quarter on advertising for the Cafe in your Territory ("Local Advertising") You shall submit to us, within thirty (30) days of our request, advertising expenditure reports accurately reflecting your Local Advertising expenditures, including verification copies of all advertising and any other information that we require

8 3 Marketing Fund

We administer a marketing Fund for the purpose of advertising the System on a regional or national basis (the 'Marketing Fund") You agree to contribute to the Marketing Fund as described in Section 4 3 above You agree that the Marketing Fund shall be maintained and administered by us or our designee as follows

8 3 1 We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof You agree and acknowledge that the Marketing Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Cafes operating under the System We shall, with respect to Cafes operated by us, contribute to the Marketing Fund generally on the same basis as you In administering the Marketing Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising We shall be entitled to reimbursement from the Marketing Fund for our reasonable expenses in managing the Marketing Fund

8 3 2 You agree that the Marketing Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns, direct mail and outdoor billboard advertising, internet marketing, public relations activities, employing advertising agencies to assist therein, development and maintenance of our website, and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us) All sums paid by you to the Marketing Fund shall be maintained in a separate account by us and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Marketing Fund and advertising programs for franchisees and the System The Marketing Fund and its earnings shall not otherwise inure to our benefit The Marketing Fund is operated solely as a conduit for collecting and expending the marketing fees as outlined above

8 3 3 A statement of the operations of the Marketing Fund shall be prepared annually by us and shall be made available to you upon request This statement of operations may be unaudited

8 3 4 Any monies remaining in the Marketing Fund at the end of any year will carry over to the next year Although the Marketing Fund is intended to be of perpetual duration, we may terminate the Marketing Fund The Marketing Fund shall not be terminated, however, until all monies in the Marketing Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions

8 3 5 If we elect to terminate the Marketing Fund, we may, in our sole discretion, reinstate the Marketing Fund at any time If we so choose to reinstate the Marketing Fund, said reinstated Fund shall be operated as described herein

8 4 Cooperative Funds

We may, in our discretion, create a regional advertising cooperative in any area, or we may approve the creation of such a marketing cooperative by franchisees in the System, and establish the rules and regulations therefor Immediately upon our request, you must become a member of the Cooperative for the area in which some or all of your Territory is located In no event may the Cafe be required to be a member of more than one cooperative The Cooperative must be governed in the manner we prescribe The Cooperative may require each of its members to make contributions thereto You shall contribute

such amounts at the times and in the manner as determined by the Cooperative members Any funds contributed to a regional advertising cooperative will be credited against your obligation to pay for Local Advertising as set forth in Section 8 2 above, provided, however, that if your contributions to a Cooperative are less than your Local Advertising requirement, you shall nevertheless spend the difference locally The following provisions apply to each cooperative

a the Cooperative must be organized and governed in a form and manner, and commence operation on a date, that we approve in advance in writing,

b the Cooperative must be organized for the exclusive purpose of administering advertising programs and developing, subject to our approval, standardized promotional materials for the members' use in Local Advertising within the Cooperative's area,

c the Cooperative may adopt its own rules and procedures, but such rules or procedures must be approved by us and must not restrict or expand your rights or obligations under this Agreement,

d except as otherwise provided in this Agreement, and subject to our approval, any lawful action of the Cooperative (including, without limitation, imposing assessments for Local Advertising) at a meeting attended by members possessing more than fifty percent (50%) of the total voting power in the Cooperative is binding upon you if approved by members possessing more than fifty percent (50%) of the total voting power possessed by members in attendance, with each Cafe having one (1) vote, but no franchisee (or commonly controlled group of franchisees) may have more than twenty-five percent (25%) of the vote in the Cooperative regardless of the number of franchised businesses owned,

e without our prior written approval, the Cooperative may not use, nor furnish to its members, any advertising or promotional plans or materials, all such plans and materials must be submitted to us in accordance with the procedure set forth in Section 8 5,

f the Cooperative may require its members to periodically contribute to it in such amounts as it determines,

g no later than the fifteenth (15^{th}) day of each month, each member/franchisee must submit its contribution under Section 8 4(f) for the preceding calendar month to the Cooperative, together with such other statements or reports as we or the Cooperative may require, with our prior written approval, and

h if an impasse occurs because of a Cooperative members' inability or failure, within forty-five (45) days, to resolve any issue affecting the Cooperative's establishment or effective functioning, upon request of any Cooperative member, that issue must be submitted to us for consideration, and our resolution of such issue is final and binding on all Cooperative members

8 5 Conduct of Advertising, Our Approval

All advertising and promotion by you in any medium shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manuals or otherwise You shall obtain our approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use You shall submit such unapproved plans and materials to us, and we shall have fifteen (15) days to notify you of our approval or disapproval of such materials If we do not provide our

specific approval of the proposed materials within this fifteen (15) days period, the proposed materials are deemed to be not approved Any plans and materials that you submit to us for our review will become our property and there will be no restriction on our use or dissemination of such materials

We reserve the right to require you to include certain language on all advertising to be used locally by you or to be used by a Cooperative, including, but not limited to, "Franchises Available" and reference to our telephone number and/or website

8 6 Websites

We or one or more of our designees may establish a website or series of websites for the Nature's Table Cafe System to advertise, market and promote Nature's Table Cafes and the products and services they offer, the Nature's Table Cafe franchise and/or development rights opportunity, and/or for any other purposes that we determine are appropriate for Nature's Table Cafes (collectively, the "System Website') If we include information about your Franchised Business on the System Website, you agree to give us the information and materials that we periodically request concerning the Franchised Business and otherwise participate in the System Website in the manner that we periodically specify By posting or submitting to us information or materials for the System Website, you are representing to us that the information and materials are accurate and not misleading and do not infringe any third party's rights

We shall own all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website, the log of "hits" by visitors, and any personal or business data that visitors (including you and your personnel) supply We may implement and periodically modify System standards relating to the System Website and, at our option, may discontinue the System Website, or any services offered through the System Website, at any time

All advertising, marketing and promotional materials that you develop for the Cafe must contain notices of the URL of the System Website in the manner that we periodically designate You may not develop, maintain or authorize any other website, other online presence or other electronic medium that mentions or describes the Franchised Business, the System or displays any of the Marks without our prior approval We do not restrict the use of internet or web page advertising within or outside of your Territory, but the advertising content must be approved by us before it is used

Nothing in this Section 8 6 shall limit our right to maintain websites other than the System Website or to offer and sell products and services under the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you

You understand and acknowledge that you are strictly prohibited from promoting your Cafe and/or using the Proprietary Marks in any manner on social and/or networking websites, including, but not limited to, Facebook, LinkedIn, MySpace and Twitter, without our prior written consent

8 7 Advisory Council

We reserve the right to establish an advisory council to work with us to improve various aspects of our System, including advertising, merchandising, food products, and other items If we choose to establish an advisory council, its members will include franchisee representatives and our representatives The franchisee representatives may be chosen by us or elected by other franchisees in the System If established, the advisory council will act in an advisory capacity only and will not have decision making authority We have the right to form, change, merge or dissolve any advisory council at any time

8 8 Grand Opening Advertising

You agree to expend not less than Five Thousand Dollars ($5,000) on a grand opening advertising campaign to promote the opening of your Cafe This amount must be spent in the sixty (60) day period comprising thirty (30) days before and thirty (30) days after the Cafe opens Your grand opening advertising campaign must be approved by us before you may begin it, and we may require that your campaign include promotional give-aways At our request, you must give the money for your grand opening advertising campaign to us and we will conduct your grand opening advertising campaign for you

ARTICLE 9
MARKS

9 1 Use of Marks

We grant you the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications

9 2 Ownership of Marks, Limited License

You expressly understand and acknowledge that

9 2 1 We are the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them

9 2 2 Neither you nor any Controlling Principal shall take any action that would prejudice or interfere with the validity of our rights with respect to the Marks Nothing in this Agreement shall give the you any right, title, or interest in or to any of the Marks or any service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Cafe and only at or from its accepted location or in approved advertising related to the Cafe

9 2 3 You understand and agree that the limited license to use the Marks granted hereby applies only to such Marks as are designated by us, and which are not subsequently designated by us as being withdrawn from use, together with those which may hereafter be designated by us in writing You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of your use of any of the Marks

9 2 4 You understand and agree that any and all goodwill arising from your use of the Marks and the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks

9 2 5 You shall not contest the validity of or our interest in the Marks or assist others to contest the validity of or our interest in the Marks

9 2 6 You acknowledge that any unauthorized use of the Marks shall constitute an infringement of our rights in the Marks and a material event of default hereunder You agree that you shall provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all such rights, title and interest in and to the Marks, including all such items as are reasonably requested by us to register, maintain and enforce such rights in the Marks

9 2 7 If it becomes advisable at any time, in our discretion, to modify or discontinue use of any Mark and/or to adopt or use one or more additional or substitute proprietary marks, then you shall be obligated to comply with any such instruction by us We will reimburse you for your reasonable expenses related to replacing the Cafe's signage We shall not have any other obligation in such event to reimburse you for your documented expenses of compliance You waive any other claim arising from or relating to any Mark change, modification or substitution Except as described herein, we will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution or discontinuation You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages

9 3 Limitation on Use of Marks

With respect to your licensed use of the Marks pursuant to this Agreement, you further agree that

9 3 1 Unless otherwise authorized or required by us, you shall operate and advertise the Cafe only under the name "Nature's Table" without prefix or suffix You shall not use the Marks as part of your corporate or other legal name, and shall obtain our approval of such corporate or other legal name prior to filing it with the applicable state authority

9 3 2 During the term of this Agreement and any renewal hereof, you shall identify yourself as the independent owner of the Cafe in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Cafe or any delivery vehicle as we may designate in writing

9 3 3 You shall not use the Marks to incur any obligation or indebtedness on our behalf,

9 3 4 You shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability

9 4 Notification of Infringement or Claim

You shall notify us immediately by telephone and thereafter in writing of any apparent infringement of or challenge to your use of any Mark, of any claim by any person of any rights in any Mark, and you and the Controlling Principals shall not communicate with any person other than us, our counsel and your counsel in connection with any such infringement, challenge or claim We shall have complete discretion to take such action as we deem appropriate in connection with the foregoing, and the right to control exclusively, any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark You agree to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain the interests of us or any other interested party in the Marks We will indemnify you and hold you harmless from and against any and all claims, liabilities, costs, damages and reasonable expenses for which you are held liable in any proceeding arising out of your use of any of the Marks (including settlement amounts), provided that the conduct of you and the Controlling Principals with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement

9 5 Retention of Rights by Us

The right and license of the Marks granted hereunder to you is non-exclusive and we thus have and retain the following rights, among others, subject only to the limitations of Article 1

9 5 1 To grant other licenses for use of the Marks, in addition to those licenses already granted to existing franchisees,

9 5 2 To develop and establish other systems using the Marks or other names or marks and to grant licenses thereto without providing any rights to you, and

9 5 3 To engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail or otherwise, in (a) the production, distribution, license and sale of products and services, and (b) the use in connection with such production, distribution and sale, of the Marks and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by us

ARTICLE 10
CONFIDENTIALITY AND NON-COMPETITION COVENANTS

10 1 Confidential Operations Manuals

10 1 1 To protect our reputation and goodwill and to maintain high standards of operation under the Marks, you shall conduct your business in accordance with the Manuals, other written directives which we may reasonably issue to you from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business

10 1 2 You and the Controlling Principals shall at all times treat the Manuals, any of our written directives, and any other manuals and materials, and the information contained therein as confidential and shall maintain such information as trade secret and confidential in accordance with this Article 10 You and the Controlling Principals shall divulge and make such materials available only to such of your employees as must have access to it in order to operate the Cafe You and the Controlling Principals shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above

10 1 3 The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by us shall at all times remain our sole property, shall at all times be kept in a secure place on the Cafe premises, and shall be returned to us immediately upon request or upon termination or expiration of this Agreement

10 1 4 The Manuals, any written directives, and any other manuals and materials issued by us and any modifications to such materials shall supplement and be deemed part of this Agreement

10 1 5 We may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business You shall remove and return to us all pages of the Manual that have been replaced or updated by us, if we provide the Manual to you in hard copy format You expressly agree to comply with each new or changed standard

10 1 6 You shall at all times ensure that the Manuals are kept current and up to date In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by us at our headquarters shall control

10 2 Confidential Information

10 2 1 Neither you nor any Controlling Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to them or of which they may be apprised in connection with the operation of the Cafe under the terms of this Agreement You and the Controlling Principals shall divulge such confidential information only to such of your employees as must have access to it in order to operate the Cafe Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which we provide to you in connection with this Agreement shall be deemed confidential for purposes of this Agreement Neither you nor the Controlling Principals shall at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person The covenants in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon you and each of the Controlling Principals

10 2 2 You shall require and obtain the execution of covenants similar to those set forth in Section 10 2 1 from your General Manager and all other of your personnel who have received or will have access to confidential information Such covenants shall be substantially in the form set forth in Attachment D All of your Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants

10 2 3 If you, the Controlling Principals, the General Manager or any of your employees develop any new concept, process, product, recipe, or improvement in the operation or promotion of the Cafe, you are required to promptly notify us and provide us with all necessary related information, without compensation You and the Controlling Principals acknowledge that any such concept, process product, recipe, or improvement will become our property, and we may use or disclose such information to other franchisees as we determine to be appropriate

10 3 Non-Competition

10 3 1 You and the Controlling Principals specifically acknowledge that, pursuant to this Agreement, you and the Controlling Principals will receive valuable training, trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and the Controlling Principals and your managers and employees You and the Controlling Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Cafe, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement In consideration for such specialized training, trade secrets and confidential information (including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of us and the System which are beyond the present skills and experience of you and the Controlling Principals and your managers and employees), you and the Controlling Principals covenant that with respect to you, during the term of this Agreement (or with respect to each of the Controlling Principals, during the term of this Agreement for so long as such individual or entity satisfies the definition of "Controlling

Principals" as described in Section 19 18 of this Agreement), except as otherwise approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion, neither you nor any of the Controlling Principals shall, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person(s), partnership or corporation

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the United States, its territories, states or commonwealths, or any other country, province, state or geographic area in which we have used, sought registration of or registered the same or similar Marks or operates or licenses others to operate a business under the same or similar Marks, which business is of a character and concept similar to the Cafe, including a food service business which offers and sells the same or similar food products (a "Competitive Business")

10 3 2 With respect to you, and for a continuous uninterrupted period commencing upon the expiration, termination of, or transfer of all of your interest in, this Agreement (or, with respect to each of the Controlling Principals, commencing upon the earlier of (i) the expiration, termination of, or transfer of all of your interest in, this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of ' Controlling Principals" as described in Section 19 18 of this Agreement) and continuing for two (2) years thereafter, except as otherwise approved in our sole and absolute discretion, neither you, nor any of the Controlling Principals shall, directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, persons, partnership, or corporation

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System

(b) Employ, or seek to employ, any person who is at that time or was within the preceding ninety (90) days employed by us, or by any other franchisee or multi-unit operator of ours, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing multi-unit operator agreement or franchise agreement between us and you

(c) Own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to any Competitive Business, which business is, or is intended to be, located within a three (3) mile radius of the location of any Cafe in the System

10 3 3 The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect our goodwill or other business interests The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you and the Controlling Principals expressly agree to be bound by any lesser covenant

subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section

(a) You and the Controlling Principals understand and acknowledge that we shall have the right, in our sole and absolute discretion, to reduce the scope of any covenant set forth in this Section 10 3, or any portion thereof, without their consent, effective immediately upon notice to you, and you and the Controlling Principals agree that they shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19 2 hereof

(b) You and the Controlling Principals expressly agree that the existence of any claims they may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section

(c) Sections 10 3 1(b) and 10 3 2(c) shall not apply to ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation

10 3 4 You shall require and obtain execution of covenants similar to those set forth in this Section 10 3 (including covenants applicable upon the termination of a person's employment with you) from your General Manager and all other of your personnel who have received or will have access to training from us Such covenants shall be substantially in the form set forth in Attachment D All of your Principals not required to sign this Agreement as a Controlling Principal also must execute such covenants Notwithstanding the foregoing, we reserve the right, in our sole discretion, to decrease the period of time or geographic scope of the non-competition covenant set forth in Attachment D or eliminate such non-competition covenant altogether for any party that is required to execute such agreement under this Section 10 3 4

10 4 Failure to Comply

You and the Controlling Principals acknowledge that any failure to comply with the requirements of this Section shall constitute a material event of default under Article 17 hereof You and the Controlling Principals acknowledge that a violation of the terms of this Section would result in irreparable injury to us for which no adequate remedy at law may be available, and you and the Controlling Principals accordingly consent to the issuance of an injunction prohibiting any conduct by you or the Controlling Principals in violation of the terms of this Section You and the Controlling Principals agree to pay all court costs and reasonable attorneys' fees incurred by us in connection with the enforcement of this Section, including payment of all costs and expenses for obtaining specific performance of, or an injunction against violation of, the requirements of such Section

ARTICLE 11
BOOKS AND RECORDS

11 1 Books and Records

You shall maintain during the term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions, and backup or archived records of information maintained on any computer system in accordance with generally accepted accounting principles and in the form and manner prescribed by us from time to time in the Manuals or otherwise in writing

11 2 Reports

In addition to the remittance reports required by Article 4 hereof, you shall comply with the following reporting obligations

11 2 1 You shall, at your expense, submit to us, in the form prescribed by us, a profit and loss statement for each month (which may be unaudited) for you within fifteen (15) days after the end of each month during the term hereof Each such statement shall be signed by your treasurer or chief financial officer or comparable officer attesting that it is true, complete and correct,

11 2 2 You shall, at your expense, provide to us a complete annual financial statement (which shall be reviewed) for you prepared by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the term hereof, showing the results of operations of you during such fiscal year, we reserve the right to require such financial statements to be audited by an independent certified public accountant satisfactory to us at your cost and expense if an inspection discloses an understatement of payments due to us of two percent (2%) or more in any report, pursuant to Section 11 3, and

11 2 3 You shall also submit to us, for review or auditing, such other forms, reports, records, information and data as we may reasonably designate, and which pertain to the Franchised Business, in the form and at the times and places reasonably required by us, upon request and as specified from time to time in writing

11 3 Inspections, Audits

We or our designees shall have the right, during normal business hours, to review, audit, examine and copy any or all of your books and records as we may require at the Cafe You shall make such books and records available to us or our designees immediately upon request If any required royalty or other payments due to us are delinquent, or if an inspection should reveal that such payments have been understated in any report to us, then you shall immediately pay to us the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section 4 5 If an inspection discloses an understatement in any report of two percent (2%) or more, you shall, in addition, reimburse us for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees) These remedies shall be in addition to any other remedies we may have at law or in equity

11 4 Correction of Errors

You understand and agree that our receipt or acceptance of any of the statements furnished or royalties paid to us (or the cashing of any royalty checks or processing of any EFTs) shall not preclude us from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by you and the appropriate payment shall be made by you

11 5 Authorization of Us

You hereby authorize (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with which you do business to disclose to us any requested financial information in their possession relating to you or the Cafe You authorize us to disclose data from your reports, if we determine, in our sole and absolute discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties

11 6 We are Attorney-in-Fact

Notwithstanding any forms and documents which may have been executed by you under Section 7 10, you hereby appoint us as your true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by you with any state and/or federal taxing authority pertaining to the Franchised Business This power of attorney shall survive the expiration or termination of this Agreement

ARTICLE 12
INSURANCE

12 1 You shall procure, upon execution of this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement) at your expense, an insurance policy or policies protecting you and us, our successors and assigns, our officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of each of them against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Cafe

12 2 Such policy or policies shall be written by a responsible, duly licensed carrier or carriers reasonably acceptable to us and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by us from time to time), in accordance with standards and specifications set forth in writing, the following (i) all risks coverage insurance on the operation and all fixtures, equipment, supplies and other property used in the operation of the Cafe for full repair and replacement value of the equipment, improvements and betterments, (ii) Worker's Compensation and employer's liability insurance as well as any other insurance as may be required by statute or rule of the state in which the Cafe is located and operated, (iii) comprehensive general liability insurance in the amount of One Million Dollars ($1,000,000), participant liability if applicable, and product liability insurance, (iv) business interruption insurance for actual losses sustained, and (v) any other insurance required by the terms of your lease or as may be required by us in the future Such policies shall include a waiver of subrogation in favor of us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees

12 3 In connection with any construction, renovation, refurbishment or remodeling of the Cafe, you shall maintain Builder's Risks/installation insurance in forms and amounts, and written by a responsible, duly licensed carrier or carriers, reasonably satisfactory to us

12 4 Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Article 15 of this Agreement

12 5 All general liability and property damage policies shall contain a provision that we, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees

12 6 Not later than thirty (30) days before the Cafe initially opens for business, and thereafter thirty (30) days prior to the expiration of any such policy, you shall deliver to us Certificates of Insurance evidencing the existence and continuation of proper coverage with limits not less than those required

hereunder In addition, if requested by us, you shall deliver to us a copy of the insurance policy or policies required hereunder All insurance policies required hereunder, with the exception of workers' compensation, shall name us, our affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional named insureds, and shall expressly provide that any interest of same therein shall not be affected by any breach by you of any policy provisions Further, all insurance policies required hereunder shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of a material alteration to or cancellation of the policies

12 7 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in writing, we shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance and to charge same to you, which charges shall be payable by you immediately upon notice The foregoing remedies shall be in addition to any other remedies we may have at law or in equity

12 8 Upon written request by us, you shall procure from your insurance carrier or carriers a report of claims made and reserves set against the your insurance policies

12 9 We reserve the right to modify the types of insurance coverages and amounts of coverage that you are required to maintain for the Cafe, and you agree to comply with any such changes, at your expense

ARTICLE 13
DEBTS AND TAXES

13 1 Taxes

You shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by you in the conduct of the Franchised Business under this Agreement Without limiting the provisions of Article 15, you shall be solely liable for the payment of all Taxes and shall indemnify us for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether such Taxes were correctly or legally asserted or not You shall submit a copy of all tax filings sent to federal, state and local tax authorities to us within ten (10) business days after such filing has been made with the appropriate taxing authority

The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of monies, or the exercise of rights granted pursuant to this Agreement

13 2 Payments to Us

Each payment to be made to us hereunder shall be made free and clear and without deduction for any Taxes

13 3 Tax Disputes

In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law However, in no event shall you permit a tax sale or seizure by

levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon

13 4 Compliance with Laws

You shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation

13 5 Notification of Action or Proceeding

You shall notify and deliver to us, in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business

ARTICLE 14
TRANSFER OF INTEREST

14 1 Transfer by Us

We shall have the right, without the need for your consent, to assign, transfer or sell our rights under this Agreement to any person, partnership, corporation or other legal entity, provided that the transferee agrees in writing to assume all obligations undertaken by us herein and you receive a statement from both us and our transferee to that effect Upon such assignment and assumption, we shall be under no further obligation hereunder, except for accrued liabilities, if any You further agree and affirm that we may go public, may engage in a private placement of some or all of our securities, may merge, acquire other corporations, or be acquired by another corporation, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic, legal or financial restructuring With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of our name, Marks (or any variation thereof) and System and/or the loss of association with or identification of Nature's Table Franchise Company as Franchisor under this Agreement You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing

You agree that we have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Cafes operating under the Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be within your Territory, proximate thereto, or proximate to any of your locations) However, we represent that we will not convert any such acquired cafe premises that are operating within your Territory to a Cafe

If we assign our rights in this Agreement, nothing herein shall be deemed to require us to remain in the restaurant business or to offer or sell any products or services to you

14 2 Transfer by You

14 2 1 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of you and the Controlling Principals Accordingly, neither you nor any Controlling Principal, nor any successor or assignee of you or any Controlling Principal, shall sell, assign (including but not limited to by operation of law, such as an assignment under bankruptcy or insolvency laws, in connection with a merger, divorce or otherwise), transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in the Cafe and/or any of the Cafe's material assets (other than in connection with replacing, upgrading or otherwise dealing with such assets as required or permitted by this Agreement), in you or in any Controlling Principal that is an entity, in each case without our prior written consent Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement

14 2 2 If you wish to transfer all or part of your interest in the Cafe, any of the Cafe's material assets (except as provided in Section 14 2 1 above) or this Agreement, or if you or a Controlling Principal wishes to transfer or permit a transfer of any ownership interest in you or in a Controlling Principal that is an entity, then in each such case (any or all of which are referred to in this Article 14 as a "Restricted Transfer"), transferor and the proposed transferee shall apply to us for our consent We shall not unreasonably withhold our consent to a Restricted Transfer We may, in our sole discretion, require any or all of the following as conditions of our approval

(a) All of the accrued monetary obligations of you or any of your affiliates and all other outstanding obligations to us arising under this Agreement or any other agreement shall have been satisfied in a timely manner and you shall have satisfied all trade accounts and other debts, of whatever nature or kind, in a timely manner,

(b) You and your affiliates shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or any of our affiliates at the time of transaction

(c) The transferor and its principals (if applicable) shall have executed a general release, in a form reasonably satisfactory to us, of any and all claims against us, our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations,

(d) The transferee shall demonstrate to our reasonable satisfaction that transferee meets the criteria considered by us when reviewing a prospective franchisee's application for a franchise, including, but not limited to, our educational, managerial and business standards, transferee's good moral character, business reputation and credit rating, transferee's aptitude and ability to conduct the business franchised herein (as may be evidenced by prior related business experience or otherwise), transferee's financial resources and capital for operation of the business, and the geographic proximity and number of other Cafes owned or operated by transferee,

(e) The transferee shall enter into a written agreement, in a form reasonably satisfactory to us, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all obligations, covenants and agreements contained in this Agreement, and, if transferee is a corporation or a partnership, transferee's shareholders, partners or other investors, as

applicable, shall execute such agreement as transferee's principals and guarantee the performance of all such obligations, covenants and agreements,

(f) The transferee shall execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the standard form franchise agreement then being offered to new System franchisees and other ancillary agreements as we may require for the Cafe, which agreements shall supersede this Agreement and its ancillary documents in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, the then-current System-wide percentage royalty fee, marketing fee or advertising expenditure requirement, provided, however, that the transferee shall not be required to pay any initial franchise fee,

(g) The transferee, at its expense, shall renovate, modernize and otherwise upgrade the Cafe and, if applicable, any delivery vehicles to conform to the then-current standards and specifications of the System, and shall complete the upgrading and other requirements which conform to the System-wide standards within the time period reasonably specified by us,

(h) The transferor shall remain liable for all of the obligations to us in connection with the Cafe incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability,

(i) At the transferee's expense, including payment of our then-current transferee training fee, the transferee, the transferee's general manager and/or any other applicable Cafe personnel shall complete any training programs then in effect for franchisees of Cafes upon such terms and conditions as we may reasonably require,

(j) You shall pay to us a transfer fee equal to Ten Thousand Dollars ($10,000) to reimburse us for reviewing the application to transfer, including, without limitation, legal and accounting fees,

(k) If the transferee is a corporation, limited liability company or a partnership, the transferee shall make and will be bound by any or all of the representations, warranties and covenants set forth at Article 6 as we request Transferee shall provide to us evidence satisfactory to us that the terms of such Section have been satisfied and are true and correct on the date of transfer

14 2 3 You shall not grant a security interest in the Cafe or in any of your assets without our prior written consent, which shall not be unreasonably withheld In connection therewith, the secured party will be required by us to agree that in the event of any default by you under any documents related to the security interest, we shall have the right and option to be substituted as obligor to the secured party and to cure any default of yours

14 2 4 You acknowledge and agree that each condition which must be met by the transferee is reasonable and necessary to assure such transferee's full performance of the obligations hereunder

14 3 Transfer to a Corporation or Limited Liability Company

In the event the proposed transfer is to a corporation or limited liability company formed solely for the convenience of ownership, our consent may be conditioned upon any of the requirements set forth at Section 14 2 2, except that the requirements set forth at Sections 14 2 2(c), 14 2 2(d), 14 2 2(f), 14 2 2(g), 14 2 2(i), 14 2 2(j) and 14 2 2(k) shall not apply With respect to a transfer to a corporation

formed for the convenience of ownership, you shall be the owner of all of the voting stock or interest of the corporation and if you are more than one (1) individual, each individual shall have the same proportionate ownership interest in the corporation as he had in you prior to the transfer A transfer under this Section 14 3 may occur one (1) time only

14 4 Our Right to Purchase Business

14 4 1 If you wish to transfer all or part of your interest in the Cafe or this Agreement or if you or a Controlling Principal wish to transfer any ownership interest in you, pursuant to any bona fide offer received from a third party to purchase such interest, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer Our failure or refusal to exercise the option afforded by this Section 14 4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14, with respect to a proposed transfer

(a) In the case of a Restricted Transfer involving a bona fide purchase offer, then such proposed seller shall promptly notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification and copies of all documentation required by us describing such offer, to send written notice to the seller that we intend to purchase the interest proposed to be transferred in the Restricted Transfer on the same terms and conditions offered by the proposed purchaser (the "Offer Terms") In the event that we elect to purchase the seller's interest, closing on such purchase must occur within the latest of (i) sixty (60) days from the date of notice to the seller of the election to purchase by us, (ii) sixty (60) days from the date we receive or obtain all necessary documentation, permits and approvals, or (iii) such other date as the parties agree upon in writing Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer Our failure or refusal to exercise the option afforded by this Section 14 4 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Article 14 with respect to a proposed transfer

(b) Notwithstanding the provisions of Section 14 4 1(a) above, where the Restricted Transfer (alone or together with any other Restricted Transfer or event effected within the prior twenty-four (24) month period) results in a "Change of Control", we may elect, in our sole discretion, to treat the notice given pursuant to such Section 14 4 1(a) as an offer to assign to us all of your rights under this Agreement and to the Cafe (including lease and contract rights and other assets of you and your affiliates used in connection with the Cafe, excluding the assets of your benefit plans) (collectively, the "Cafe Interests") As used in this Section 14 4 1(b), Change of Control means any circumstance resulting in one or more of your Controlling Principals ceasing to be a Principal and/or the addition of any new Principal In such case, we shall notify you of the special election provided for in this Section 14 4 1(b) at the time we exercise our option as provided in Section 14 4 1(a) The terms of such purchase shall be the same as the Offer Terms (subject to the other provisions of this Section 14 4), but the price shall be the lesser of (1) the Implied Market Price or (2) the fair market value of the Cafe Interests, determined in a manner consistent with Section 18 11 1 As used herein, "Implied Market Price" shall mean an amount

equal to the total price to be paid by the transferee under the Offer Terms, divided by the percentage (expressed as a decimal) of ownership of you proposed to be acquired (directly or indirectly) by the transferee, less the fair market value (determined as provided in Section 18 11 1) of any assets included in the Restricted Transfer that are not related to the Cafe If you have more than one (1) Cafe, then the Implied Market Price shall, unless otherwise agreed by us and you, be allocated among all Cafes equally

(c) We may assign our rights under this Section 14 4 to any other person or entity, subject to Section 14 1 above

(d) It shall be a material obligation of yours under this Agreement to cause any transferor and transferee described in this Article 14 to perform all of the obligations imposed on such persons under this Article 14

14 4 2 In the event an offer from a third party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the Offer Terms, then such amount shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding In the event of such appraisal, each party shall bear its own legal and other costs and each shall pay one-half (1/2) of the appraisal fees In the event that we exercise our right of first refusal herein provided, we shall have the right to set off against any payment therefor (i) all fees for any such independent appraiser due from you hereunder and (ii) all amounts due from you to us

14 4 3 Failure to comply with the provisions of this Section prior to the transfer of any interest in you, the Cafe or this Agreement shall constitute a material event of default under this Agreement

14 5 Death or Disability

14 5 1 Upon your death (if you are a natural person) or upon the death of any Controlling Principal who is a natural person and who has an interest in this Agreement, the Cafe or you (the "Deceased"), the executor, administrator or other personal representative of the Deceased shall transfer such interest to a third party approved by us within twelve (12) months after the death If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by us If the distributee is not approved by us, then the distributee shall transfer such interest to a third party approved by us within twelve (12) months after the death of the Deceased

14 5 2 Upon your permanent disability (if you are a natural person) or upon the permanent disability of any Controlling Principal who is a natural person and who has an interest in this Agreement, the Cafe or you, we may, in our reasonable discretion, require such interest to be transferred to a third party in accordance with the conditions described in this Article 14 within six (6) months after notice to you "Permanent disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least ninety (90) consecutive days and from which condition recovery within ninety (90) days from the date of determination of disability is unlikely Permanent disability shall be determined by a licensed practicing physician selected by us, upon examination of the person, or if the person refuses to submit to an examination, then such person automatically shall be deemed permanently disabled as of the date of such refusal for the purpose of this Section 14 5 The costs of any examination required by this Section shall be paid by us

14 5 3 Upon the death or claim of permanent disability of you or any Controlling Principal, you or a representative of yours must notify us of such death or claim of permanent disability within ten (10) days of its occurrence Any transfer upon death or permanent disability shall be subject to the same terms and conditions as described in this Section for any *inter vivos* transfer If an interest is not transferred upon death or permanent disability as required in this Section, then such failure shall constitute a material event of default under this Agreement

14 5 4 In order to prevent any interruption of the Cafe operations which would cause harm to the Cafe, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Cafe to our required standards, operate the Cafe for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement All monies from the operation of the Cafe during such period of operation by us shall be kept in a separate account, and the expenses of the Cafe, including reasonable compensation and expenses for our representative, shall be charged to said account If, as herein provided, we temporarily operate the Cafe franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties

14 6 No Waiver of Claims

Our consent to a transfer of any interest described herein shall not constitute a waiver of any claims which we may have against the transferring party, nor shall it be deemed a waiver of our right to demand material and full compliance with any of the terms of this Agreement by the transferee

14 7 Transfer Among Owners

If any person holding an interest in you, this Agreement or the Cafe (other than you or a Controlling Principal, which parties shall be subject to the provisions set forth above) transfers such interest, then you shall promptly notify us of such proposed transfer in writing and shall provide such information relative thereto as we may reasonably request prior to such transfer Such transferee may not be a competitor of ours Such transferee will be your Principal and as such will have to execute a confidentiality agreement and ancillary covenants not to compete in the form then required by us, which form shall be in substantially the same form attached hereto as Attachment D (see Sections 10 2 2 and 10 3 4) We also reserve the right to designate the transferee as one of the Controlling Principals Notwithstanding the provisions contained in Section 14 2 to the contrary, the Controlling Principals may freely transfer their ownership interests in you among themselves and to their family members (or to trusts for the benefit of such family members), and our right of first refusal shall be inapplicable with respect to such transfers, provided you provide us with thirty (30) days prior written notice of such transfer, which notice shall include the names and percentages transferred

ARTICLE 15
INDEMNIFICATION

15 1 Indemnification by You

You and each of the Controlling Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law us, our successors and assigns, their respective partners and affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them ("Indemnitees"), from all "losses and expenses" (as defined in Section 15 4 2 below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or

inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following

15 1 1 The infringement, alleged infringement, or any other violation or alleged violation by you or any of the Controlling Principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties (except as such may occur with respect to any right to use the Marks, any copyrights or other proprietary information granted hereunder pursuant to Article 10),

15 1 2 The violation, breach or asserted violation or breach by you or any of the Controlling Principals of any federal, state or local law, regulation, ruling, standard or directive or any industry standard,

15 1 3 Libel, slander or any other form of defamation of us, the System or any multi-unit operator or franchisee operating under the System, by you or by any of the Controlling Principals,

15 1 4 The violation or breach by you or by any of the Controlling Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between you or any of your affiliates and us and our Indemnitees, and

15 1 5 Acts, errors, or omissions of you, any of your affiliates and any of the Controlling Principals and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates in connection with the establishment and operation of the Cafe, including, but not limited to, any acts, errors or omissions of any of the foregoing in the operation of any motor vehicle The parties understand and agree that we cannot and do not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, you or any employee, agent or independent contractor of yours and that the safe operation of any motor vehicle is, therefore, entirely your responsibility

15 2 Notification of Action or Claim

You and each of the Controlling Principals agree to give us prompt notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation At the expense and risk of you and each of the Controlling Principals, we may elect to assume (but under no circumstance are we obligated to undertake) or appoint associate counsel of our own choosing with respect to, the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation Such an undertaking by us shall, in no manner or form, diminish the obligation of you and each of the Controlling Principals to indemnify the Indemnitees and to hold them harmless

15 3 We May Settle

In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we in our reasonable judgment deem appropriate, consent or agree to settlements or take such other remedial or corrective action as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in our reasonable judgment, there are reasonable grounds to believe that

15 3 1 any of the acts or circumstances enumerated in Section 15 1 1 through 15 1 4 above have occurred, or

15 3 2 any act, error, or omission as described in Section 15 1 5 may result directly or indirectly in damage, injury, or harm to the System, any person or any property

15 4 Losses and Expenses

All losses and expenses incurred under this Article 15 shall be chargeable to and paid by you or any of the Controlling Principals pursuant to your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity, or defense

As used in this Article 15, the phrase "losses and expenses ' shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, reasonable attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described

15 5 Indemnitees Do Not Assume Liability

The Indemnitees do not hereby assume any liability whatsoever for acts, errors, or omissions of any third party with whom you, any of the Controlling Principals, your affiliates or any of the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you or your affiliates may contract, regardless of the purpose You and each of the Controlling Principals shall hold harmless and indemnify the Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of you, the Controlling Principals, your affiliates, the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of you and your affiliates and any such other third parties without limitation and without regard to the cause or causes thereof or the negligence of us or any other party or parties arising in connection therewith and whether such negligence be sole, joint or concurrent, or active or passive

15 6 Recovery from Third Parties

Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you or any of the Controlling Principals You and each of the Controlling Principals agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from you or any of the Controlling Principals by the Indemnitees

15 7 Survival of Terms

You and the Controlling Principals expressly agree that the terms of this Article 15 shall survive the termination, expiration or transfer of this Agreement or any interest herein

ARTICLE 16
RELATIONSHIP OF THE PARTIES

16 1 No Relationship

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose

16 2 Independent Contractor

During the term of this Agreement, you shall hold yourself out to the public as an independent contractor conducting your Cafe operations pursuant to the rights granted by us You agree to take such action as shall be reasonably necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Cafe premises established for the purposes hereunder or on any delivery vehicle and on all letterhead, business cards, forms, and as further described in the Manuals We reserve the right to specify in writing the content and form of such notice

16 3 You are Not Authorized

You understand and agree that nothing in this Agreement authorizes you or any of the Controlling Principals to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of you or any of the Controlling Principals or any claim or judgment arising therefrom

ARTICLE 17
TERMINATION

17 1 Automatic Termination – No Right to Cure

17 1 1 You acknowledge and agree that each of your obligations described in this Agreement is a material and essential obligation of yours, that non-performance of such obligations will adversely and substantially affect us and the System, and that our exercise of the rights and remedies set forth herein is appropriate and reasonable

17 1 2 You shall be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors, if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you, if you are adjudicated a bankrupt or insolvent, if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you, if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction, if proceedings for a composition with creditors under any state or federal law should be instituted by or against you, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed), if you are dissolved, if execution is levied against your business or property, if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days, or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable

17 1 3 You shall be deemed to be in material default and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, (except as otherwise stated below), effective immediately upon notice to you, upon the occurrence of any of the following events

(a) If you operate the Cafe or sell any products or services authorized by us for sale at the Cafe at a location which has not been approved by us,

(b) If you fail to acquire an accepted location for the Cafe within the time and in the manner specified in Article 2,

(c) If you fail to construct or remodel the Cafe in accordance with the plans and specifications provided to you under Section 5 3 as such plans may be adapted with our approval in accordance with Section 2 5,

(d) If you fail to open the Cafe for business within the period specified in Section 2 6 hereof,

(e) If you at any time cease to operate or otherwise abandon the Cafe, or lose the right to possession of the premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Cafe is located, provided, however, that this provision shall not apply in cases of Force Majeure (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, acts of terrorism, fire or other catastrophe or other forces beyond your control), if through no fault of yours the premises are damaged or destroyed by an event as described above, provided that you apply within thirty (30) days after such event, for our approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and you diligently pursue such reconstruction or relocation, such approval may be conditioned upon the payment of an agreed minimum fee to us during the period in which the Cafe is not in operation,

(f) If you or any of the Controlling Principals are convicted of, or have entered a plea of *nolo contendere* to, a felony, a crime involving moral turpitude, or other crime that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or our interests therein,

(g) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Cafe,

(h) If you or any of the Controlling Principals purport to transfer any rights or obligations under this Agreement or any interest in you or the Cafe to any third party without our prior written consent or without offering us a right of first refusal with respect to such transfer, contrary to the terms of Article 14 of this Agreement,

(i) If you or any of your affiliates fail, refuse, or neglect promptly to pay any monies owing to us, or any of our affiliates or vendors, when due under this Agreement or any other agreement, or to submit the financial or other information required by us under this Agreement and do not cure such default within five (5) days following notice from us (or such other cure period specified in such other agreement, unless no cure period is stated or such period is less than five (5) days, in which case the five (5) day cure period shall apply),

(j) If you or any of the Controlling Principals fail to comply with the in-term covenants in Section 10 3 hereof or you fail to obtain execution of the covenants and related agreements required under Section 10 3 4 hereof within thirty (30) days following notice from us,

(k) If, contrary to the terms of Section 10 2 1 hereof, you or any of the Controlling Principals disclose or divulge any confidential information provided to you or the Controlling Principals by us, or fail to obtain execution of covenants and related agreements required under Section 10 2 2 hereof within thirty (30) days following notice from us,

(l) If a transfer upon death or permanent disability is not transferred in accordance with Article 14 and within the time periods therein,

(m) If you knowingly maintain false books or records, or submit any false reports to us,

(n) If you breach in any material respect any of the covenants in any material respect set forth in Article 6 or have falsely made any of the representations or warranties set forth in Article 6,

(o) If you fail to propose a qualified replacement or successor General Manager within the time required under Section 6 3 4 following ten (10) days prior written notice,

(p) If you fail to procure and maintain the insurance policies required by Article 12 and you fail to cure such default within ten (10) days following notice from us,

(q) If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated therewith or our rights therein, provided that, notwithstanding the above, you shall be entitled to notice of such event of default and shall have twenty-four (24) hours to cure such default,

(r) If you or any of the Controlling Principals commit three (3) material events of default under this Agreement, within any twelve (12) month period, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by you after notice by us,

(s) If your General Manager is not able to complete our initial training program to our satisfaction, after having given you the opportunity to designate a replacement General Manager, and

(t) If you fail to comply with all applicable laws and ordinances relating to the Cafe, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation

17 2 Notice of Termination – 30 Days to Cure

Except as provided in Sections 17 1 2 and 17 1 3 of this Agreement, upon any default by you which is susceptible of being cured, we may terminate this Agreement by giving written notice of termination stating the nature of such default to you at least thirty (30) days prior to the effective date of termination However, you may avoid termination by immediately initiating a remedy to cure such default and curing it to our reasonable or making a bona fide attempt to cure to our reasonable satisfaction within the thirty (30) day period and by promptly providing proof thereof to us If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require Defaults which are susceptible of cure hereunder may include, but are not limited to, the following illustrative events

17 2 1 If you fail to comply with any of the requirements imposed by this Agreement, as it may from time to time be amended or reasonably be supplemented by us, or fail to carry out the terms of this Agreement in good faith

17 2 2 If you fail to maintain or observe any of the standards, specifications or procedures prescribed by us in this Agreement or otherwise in writing

17 2 3 If you fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement

17 3 Cross-Defaults, Non-Exclusive Remedies, etc

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates) Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates)

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available

17 4 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you, until such time as you correct the breach

17 5 Amendment Pursuant to Applicable Law

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties hereto shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations, provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause ' for termination within the meaning ascribed to that term by any applicable law or regulation We shall not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement

ARTICLE 18
POST-TERMINATION

Upon termination or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and

18 1 Cease Operations

You shall immediately cease to operate the Cafe under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of ours

18 2 Stop Using the System

You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System, the mark "Nature's Table", and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Marks, and shall immediately change all paint colors, remove all of our proprietary or non-proprietary design items

18 3 Cancellation of Assumed Names

You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Nature's Table" or any other service mark or trademark of ours, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement

18 4 No Use of Similar Marks

You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us constituting unfair competition

18 5 Payment of Sums Owed

You and your Controlling Principals shall promptly pay all sums owing to us Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of any default by you, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by you and on the premises operated hereunder at the time of default

18 6 Payment of Damages, Costs and Expenses

You and the Controlling Principals shall pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us in connection with obtaining any remedy available to us for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Article 18

18 7 Delivery of Manuals and Materials

You shall immediately deliver to us all Manuals, software licensed by us, records, files, instructions, correspondence, all materials related to operating the Cafe, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Cafe in your possession or control, and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law

18 8 Confidential Information

You and the Controlling Principals shall comply with the restrictions on confidential information contained in Article 10 of this Agreement and shall also comply with the non-competition covenants contained in Article 10 Any other person required to execute similar covenants pursuant to Article 10 shall also comply with such covenants

18 9 Advertising and Promotional Materials

You shall also immediately furnish us with an itemized list of all advertising and sales promotion materials bearing the Marks or any of our distinctive markings, designs, labels, or other marks thereon, whether located on your premises or under your control at any other location We shall have the right to inspect these materials We shall have the option, exercisable within thirty (30) days after such inspection, to purchase any or all of the materials at your cost, or to require you to destroy and properly dispose of such materials Materials not purchased by us shall not be utilized by you or any other party for any purpose unless authorized in writing by us

18 10 Assignment to Us

Upon execution of this Agreement, in partial consideration of the rights granted hereunder, you acknowledge and agree that all right, title and interest in the signs used at the Cafe are hereby assigned to us, and that upon termination or expiration of this Agreement, neither you nor any lien holder of yours shall have any further interest therein

18 11 Assignment of Lease

If you operate the Cafe under a lease for the Cafe premises with a third party or, with respect to any lease for equipment used in the operation of the Franchised Business, then you shall, at our option, assign to us any interest which we have in any lease or sublease for the premises of the Café or any equipment related thereto We may exercise such option at or within thirty (30) days after either termination or (subject to any existing right to renew) expiration of this Agreement In the event we do not elect to exercise our option to acquire the lease or sublease for the Cafe premises or do not have such option, you shall make such modifications or alterations to the Cafe premises as are necessary to distinguish the appearance of the Cafe from that of other Cafes operating under the System and shall make such specific additional changes as we may reasonably request If you fail or refuse to comply with the requirements of this Section 18 11, we shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other crime or tort, to make or cause to be made such changes as may be required, at your expense, which expense you agree to pay upon demand Notwithstanding the provisions of this Section 18 11 to the contrary, in the event the lease is assigned to us, we hereby indemnify and hold harmless you and any guarantors under said lease, for any breach by us or our successors or assigns from any liability arising out of the lease for the Cafe premises from and after the date of the assignment of lease

18 12 Our Right to Purchase

18 12 1 Except as provided in Sections 18 9, 18 10 and 18 13, we shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from you any or all of the furnishings, equipment (including any electronic cash register or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Cafe, at fair market value We shall be purchasing your assets only and shall be assuming no liabilities whatsoever, unless otherwise agreed to in writing by the parties If the parties cannot agree on the fair market value within thirty (30) days of our exercise of this option, fair market

value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding In the event of such appraisal, each party shall bear its own legal and other costs and each shall pay one-half (1/2) of the appraisal fees If we elect to exercise any option to purchase herein provided, we shall have the right to set off (i) all fees for any such independent appraiser due from you, (ii) all amounts due from you to us and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash

18 12 2 In addition to the options described above and if you own the Cafe premises, then we shall have the option, to be exercised at or within thirty (30) days after termination or expiration of this Agreement, to purchase the Cafe premises including any building thereon, if applicable, for the fair market value of the land and building, and any or all of the furnishings, equipment, signs, fixtures, vehicles, supplies and inventory therein at fair market value We shall purchase assets only and shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties If you do not own the land on which the Cafe is operated and we exercise our option for an assignment of the lease, we may exercise this option for the purpose of purchasing the building if owned by you and related assets as described above If the parties cannot agree on fair market value within thirty (30) days of our exercise of this option, fair market value shall be determined in accordance with appraisal procedure described above

18 12 3 With respect to the options described in Sections 18 11, 18 12 1 and 18 12 2, you shall deliver to us in a form satisfactory to us, such warranties, deeds, releases of lien, bills of sale, assignments and such other documents and instruments which we deem necessary in order to perfect our title and possession in and to the properties being purchased or assigned and to meet the requirements of all tax and government authorities If, at the time of closing, you have not obtained all of these certificates and other documents, we may, in our sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents

18 12 4 The time for closing of the purchase and sale of the properties described in Sections 18 12 1 and 18 12 2 shall be a date not later than thirty (30) days after the purchase price is determined by the parties or the determination of the appraisers, or such date we receive and obtain all necessary permits and approvals, whichever is later, unless the parties mutually agree to designate another date The time for closing on the assignment of the lease described in Section 18 11 shall be a date no later than ten (10) days after our exercise of the option thereunder unless we are exercising our options under either Section 18 12 1 or 18 12 2, in which case the date of the closing shall be on the same closing date prescribed for such option Closing shall take place at our corporate offices or at such other location as the parties may agree

18 13 Cafe Assets

Notwithstanding anything to the contrary contained in Sections 18 11 and 18 12, if you operate the Cafe from a premises that is subleased to you by us, upon termination (or expiration if you do not renew) of this Agreement, we shall have the right to take immediate possession of the assets of the Cafe, including, any or all of the furnishings, equipment (including any point of sale or computer hardware and software systems), signs, fixtures, motor vehicles, supplies, and inventory of yours related to the operation of the Cafe We shall have a lien against all such assets in the amount of any amounts due to us under this Agreement or any other agreement We shall have the right to have such assets appraised at the lower of cost or fair market value of the used assets, and to acquire all right, title and interest to such assets, without conducting any public sale, by paying to you (or to any lender of yours who has a lienholder interest in the assets) the difference between the appraised value and the amounts owed to us by you at the time of termination If the lien on the assets from your lender has priority over any lien of ours, and the amount of the lien is in excess of the appraised value of such assets, we shall have the right

to deal directly with your lienholder, and to pay any amounts due to you directly to the lienholder You agree to provide all further assurances, and to execute all documents required by us or by law to lawfully effect such transfer, and to perfect our security interest We shall have the right to take such action without the execution of any further documents by you if you fail or refuse to comply with these further assurances

18 14 Assignment of Options by Us

We shall be entitled to assign any and all of our options in this Section to any other party, without your consent

18 15 Telephone Numbers, Yellow Pages Listings, etc

You, at our option, shall assign to us all rights to the telephone numbers of the Cafe and any related Yellow Pages trademark listing or other business listings and execute all forms and documents required by us and any telephone company at any time to transfer such service and numbers to us Further, you shall assign to us all Internet listings, domain names, Internet Accounts, advertising on the Internet or World Wide Web, websites, listings with search engines, e-mail addresses or any other similar listing or usage related to the Franchised Business Notwithstanding any forms and documents which may have been executed under Section 7 9, you hereby appoint us as your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment This power of attorney shall survive the expiration or termination of this Agreement You shall thereafter use different telephone numbers, email addresses or other listings or usages at or in connection with any subsequent business conducted by you

18 16 Liquidated Damages

If we terminate this Agreement with cause, you must pay us liquidated damages equal to the average value of the Royalty Fees (per month) you paid or owed to us during the twelve (12) months before the termination multiplied by (i) twenty-four (24), being the number of months in two (2) full years, or (ii) the number of months remaining during the term of this Agreement, whichever is lower

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section You and each of your owners agree that 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 this Agreement other than the Royalty Fee section

ARTICLE 19
MISCELLANEOUS

19 1 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt

requested, first class postage prepaid, or sent by overnight delivery service or facsimile to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party

Notices to Franchisor	Nature's Table Franchise Company 545 Delaney Avenue, Building 2 Orlando, Florida 32801 Attention President Facsimile (407) 843-6057
With a copy to	Harold L Kestenbaum, Esq Gordon & Rees LLP 90 Merrick Avenue, Suite 601 East Meadow, New York 11554 Facsimile (516) 745-0293
Notices to Franchisee and the Controlling Principals	_____ _____ _____ Attention _____ Facsimile _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing

19 2 Entire Agreement

This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between us and you and the Controlling Principals concerning the subject matter hereof and shall supersede all prior related agreements between us and you and the Controlling Principals, provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing

19 3 No Waiver

No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you or the Controlling Principals under this Agreement shall constitute a waiver by us to enforce any such right, option, duty or power against you or the Controlling Principals, or as to a subsequent breach or default by you or the Controlling Principals Acceptance by us of any payments due to us hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by us of any preceding breach by you or the Controlling Principals of any terms, provisions, covenants or conditions of this Agreement

19 4 Our Prior Approval

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us, and such approval or consent shall be obtained in writing

19 5 No Warranty or Guaranty

We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor

19 6 Continued Obligation to Pay Sums

If a Force Majeure event shall occur, then, in addition to payments required under Section 17 1 3(e), you shall continue to be obligated to pay to us any and all amounts that you shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnitees shall continue to be indemnified and held harmless by you in accordance with Article 15 Except as provided in Section 17 1 3(e) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused

19 7 Arbitration

Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Florida under the authority of Florida Statutes The arbitrator(s) will have a minimum of five (5) years experience in franchising or distribution law and will have the right to award specific performance of this Agreement If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Florida Statutes The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Florida Statutes The decision of the arbitrator(s) will be final and binding on all parties This Section will survive termination or non-renewal of this Agreement under any circumstances Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement

19 8 Governing Law, Injunctive Relief

With respect to any claims, controversies or disputes which are not finally resolved through mediation or arbitration, or as otherwise provided above, you and the Controlling Principals hereby irrevocably submit themselves to the jurisdiction of the state courts of Orange County, Florida and the Federal District Court nearest to our headquarters You and the Controlling Principals hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision You and the Controlling

Principals hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Florida or federal law You and the Controlling Principals further agree that venue for any proceeding relating to or arising out of this Agreement shall be Orange County, Florida, provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Florida law

Notwithstanding anything to the contrary contained in Section 19 7 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that we agree to contemporaneously submit its dispute for arbitration on the merits as provided herein

You agree that we will not be required to post a bond to obtain any injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction if warranted upon due hearing All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision

19 9 Agreement Regarding Governing Law and Choice of Forum

You, the Controlling Principals and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19 8 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement Each of you, the Controlling Principals and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement

19 10 Acceptance of Agreement

You, the Controlling Principals and we acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Orange County, Florida, and further acknowledge that the performance of certain obligations of yours arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of ours, shall occur in Orange County, Florida

19 11 Waiver of Punitive Damages

You, the Controlling Principals and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing

provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect

19 12 Execution in Multiple Counterparts

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

19 13 Captions

The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect

19 14 Survival of Terms

Any obligation of you or the Controlling Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of you or the Controlling Principals therein, shall be deemed to survive such termination, expiration or transfer

19 15 Severability of Provisions

Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable, and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties, the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement, and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation

19 16 Joint and Several Obligations

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable Without limiting the obligations individually undertaken by the Controlling Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by you in this Agreement shall be deemed, jointly and severally, undertaken by all of the Controlling Principals

19 17 Rights and Remedies Cumulative

All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between you or any of your affiliates and us The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient, and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time The expiration, earlier termination or exercise of our rights pursuant to Article 17 of this Agreement shall not discharge or release you or any of the Controlling Principals from any liability or obligation then accrued, or any liability or obligation

continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement

19 18 Terminology

The term "your Principals" shall include, collectively and individually, (1) your spouse, if you are an individual, (2) all officers, directors, managers and general partners (or persons holding comparable positions in non-corporate entities) of you and (3) all officers, directors, managers and general partners (or persons holding comparable positions in non-corporate entities) of any Controlling Principal that itself is an entity, in each case whom we designate as your Principals and all holders of an ownership interest in you and of any entity directly or indirectly controlling you, and any other person or entity controlling, controlled by or under common control with you As used in this Section 19 18, the terms "control" and "controlling" shall mean the power to influence the management decisions of the specified person and shall in any case be deemed to exist where the second person holds ten percent (10%) or more of the total ownership interest in the specified person, serves on any board of directors or comparable body of such specified person or acts as an officer, general partner or manager thereof (or holds a comparable position in a non-corporate entity) The initial Principals shall be listed on Attachment C The term "Controlling Principals" shall include, collectively and individually, any Principal who has been designated by us as a Controlling Principal hereunder For purposes of this Agreement, a publicly held corporation is a corporation registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, or a corporation subject to the requirements of Section 15(d) of such Act

19 19 References

Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto

19 20 No Rights or Remedies Except to the Parties

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, members and employees and such of your and our respective successors and assigns as may be contemplated (and, as to you, authorized by Article 14), any rights or remedies under or as a result of this Agreement

19 21 Effectiveness of Agreement

This Agreement shall not become effective until signed by an authorized officer of ours

19 22 Modification of the System

You understand and agree that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other marketplace variables, and if it is to best serve the interests of us, you and all other franchisees Accordingly, you expressly understand and agree that we may from time to time change the components of the System including, but not limited to, altering the products, programs, services, methods, standards, forms, policies and procedures of that System, abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons, adding to, deleting from or modifying those products,

programs and services which your Franchised Business is authorized and required to offer, modifying or substituting entirely the building, premises, equipment, signage, trade dress, decor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe hereunder, and changing, improving, modifying, or substituting other words or designs for, the Marks You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations, provided, however, that such changes shall not materially and unreasonably increase your obligations hereunder

You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed

We shall not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby You expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing

19 23 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties

19 24 Step-In Rights

If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death, you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business, or we determine that operational problems require that we operate your business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern

We shall keep in a separate account all monies generated by the operation of your business, less the expenses of the business, including reasonable compensation and expenses for our representatives In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights

Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination

ARTICLE 20
TECHNOLOGY

20 1 Computer Systems and Software

The following terms and conditions shall apply with respect to your computer system

20 1 1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between, or among Nature's Table Cafes, including without limitation (a) back office and point of sale systems, data, audio, video, and voice storage, retrieval, and transmission systems for use at Nature's Table Cafes, between or among Cafes, and between and among your Cafe and us and/or you, (b) Point of Sale Systems, (c) physical, electronic, and other security systems, (d) printers and other peripheral devices, (e) archival back-up systems, and (f) internet access mode and speed (collectively, the "Computer System")

20 1 2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate (a) computer software programs and accounting system software that you must use in connection with the Computer System ("Required Software"), which you shall install, (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install, (c) the tangible media upon which you shall record data, and (d) the database file structure of your Computer System

20 1 3 You shall record all sales on computer-based point of sale systems approved by us or on such other types of systems as may be designated by us in the Manual or otherwise in writing ("Point of Sale Systems"), which shall be deemed part of your Computer System

20 1 4 You shall make, from time to time, such upgrades and other changes to the Computer System and Required Software as we may request in writing (collectively, "Computer Upgrades")

20 1 5 You shall comply with all specifications issued by us with respect to the Computer System and the Required Software, and with respect to Computer Upgrades You shall also afford us unimpeded access to your Computer System and Required Software as we may request, in the manner, form, and at the times requested by us

20 2 Data

We may, from time to time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the Computer System installed at the Cafe, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained All data pertaining to the Cafe, and all data created or collected by you in connection with the System, or in connection with your operation of the Café (including without limitation data pertaining to or otherwise concerning the Cafe's customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your Computer System) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you Copies and/or originals of such data must be provided to us upon our request We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement

20 3 Privacy

You shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding customers or other individuals ("Privacy"), and shall comply with our standards and policies pertaining to Privacy If there is a conflict between our standards and policies pertaining to Privacy and applicable law, you shall (a) comply with the requirements of applicable law, (b) immediately give us written notice of said conflict, and (c) promptly and fully cooperate with us and our counsel as we may request to assist us in our determination regarding the most effective way, if any, to meet our standards and policies pertaining to Privacy within the bounds of applicable law

20 4 Telecommunications

You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet (as defined below), if any, and/or such other computer systems as we may reasonably require

20 5 Extranet

We may establish a website providing private and secure communications between us, you, franchisees, licensees and other persons and entities as determined by us, in our sole discretion (an "Extranet") You shall comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to connecting to the Extranet, and utilizing the Extranet in connection with the operation of the Cafe The Extranet may include, without limitation, the Manuals, training other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct) You shall purchase and maintain such computer software and hardware as may be required to connect to and utilize the Extranet

20 6 On-line Use of Proprietary Marks

You shall not use the Proprietary Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements

20 7 No Outsourcing Without Prior Written Consent

You shall not hire third party or outside vendors to perform any services or obligations in connection with the Computer System, Required Software, or any other of your obligations without our prior written approval therefor, unless we have designated an approved supplier to provide such services Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form that is reasonably provided by us

20 8 Changes to Technology

You and we acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System, and you agree that you shall abide by those reasonable new standards established by us as if this Article 20 were periodically revised by us for that purpose You acknowledge and understand that this Agreement does not place any

limitations on either our right to require you to obtain Computer Upgrades or the cost of such Computer Upgrades

ARTICLE 21
SECURITY INTERESTS

21 1 Collateral

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Cafe, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Cafe All items in which a security interest is granted are referred to as the "Collateral"

21 2 Indebtedness Secured

The Security Interest is to secure payment of the following (the "Indebtedness")

21 2 1 All amounts due under this Agreement or otherwise by you,

21 2 2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness,

21 2 3 All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement, and

21 2 4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments

21 3 Additional Documents

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us

21 4 Possession of Collateral

Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral

21 5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of Florida (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found Any sale of the Collateral

may be conducted by us in a commercially reasonable manner Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above

21 6 Special Filing as Financing Statement

This Agreement shall be deemed a Security Agreement and a Financing Statement This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction

ARTICLE 22
YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

22 1 Your Representations

You represent and warrant to us, with the intention that we are relying thereon in entering into this Agreement, that

22 1 1 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, then you are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over the Café

22 1 2 If you are a corporation, limited liability company, general partnership, partnership, or limited partnership, you have all corporate power and authority to execute, deliver, consummate and perform this Agreement, and it will be binding upon you and your successors and assigns when executed

22 1 3 You do not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements, which you have furnished to us before the execution of this Agreement

22 1 4 As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your officers, directors, principal shareholders, proprietors, partners or principals (as applicable) after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business, your right to operate and use your assets, properties or rights to carry on your business, and/or which affects or could affect your right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement

22 1 5 Neither you nor any of your Principals is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement

22 1 6 All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement

22 2 Your Acknowledgments

You acknowledge, warrant and represent to us and we rely on such acknowledgments, warranties and representations that

22 2 1 No representation has been made by us (or any of our employees, agents or salespersons) and relied on by you as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the Cafe, or any other Nature's Table Cafe, whether owned by us, our affiliates or our franchisees We make no guaranties, promises, representations, statements or warranties that you can or will achieve any level or range of sales, income or other measures of performance

_____
Initials

22 2 2 No representation or statement has been made by us (or any of our employees, agents or salespersons) and relied on by you regarding your anticipated income, earnings and growth or that of us or the Nature's Table System, or the viability of the business opportunity being offered under this Agreement

_____
Initials

22 2 3 Before executing this Agreement, you have had the opportunity to contact any and all of our existing franchisees

_____
Initials

22 2 4 You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered under this Agreement, and the terms and provisions of this Agreement, using the services of legal counsel, accountants or other advisers (if you so elect) of your choosing You have been advised to consult with your advisors with respect to the legal, financial and other aspects of this Agreement, the Cafe, and the prospects for the Cafe You have either consulted with these advisors or have deliberately declined to do so

_____
Initials

22 2 5 You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by you to us of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement

_____
Initials

22 2 6 No representation or statement has been made by us (or any of our employees, agents or salespersons) and relied on by you regarding your ability to procure any required license or permit that may be necessary to the operation of the Cafe

_____
Initials

22 2 7 You affirm that all information set forth in all applications, financial statements and submissions to us are true, complete and accurate in all respects, and you expressly acknowledge that we are relying on the truthfulness, completeness and accuracy of this information

_____
Initials

22 2 8 Attached hereto as Exhibit J is a Franchisee Disclosure Acknowledgment Statement You shall have received and answer the questions thereon, relating to representations that have or have not been made to you You have executed the Statement voluntarily and attached it hereto

_____
Initials

22 2 9 You understand and agree that we may manage and change the System and our business in any manner that is not expressly prohibited by this Agreement Whenever we have the right within this Agreement to take or withhold action or to grant or decline to you the right to take or withhold action, we may make such a decision on the basis of our business judgment of what is in our best interests and those of the System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether our decision adversely affects you Absent applicable statute, we shall have no liability for such a decision and you agree that our decision will not be subject to limitation or review If applicable law implies a covenant of good faith and fair dealing in this Agreement, you agree that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder

_____
Initials

22 2 10 Although we retain the right to establish and periodically modify System standards, which you have agreed to maintain in the operation of the Franchised Cafe, you retain the right and sole responsibility for the day-to-day management and operation of the Cafe and the implementation and maintenance of System standards at the Cafe

_____
Initials

22 2 11 You acknowledge and agree that we may modify the offer of our franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement

_____
Initials

22 2 12 You acknowledge that the success of the business venture contemplated under this Agreement is speculative and depends, to a large extent, upon your ability as an independent businessperson, your active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors We do not make any representation or warranty express or implied as to the potential success of the business venture contemplated hereby

_____
Initials

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written

FRANCHISOR
NATURE'S TABLE FRANCHISE COMPANY
a Florida corporation

ATTEST

_____
Witness

By _____
Name Dick Larsen
Title President/Founder
Accepted On _____
(the "Effective Date")

FRANCHISEE

_____

_____
Witness

By _____
Name _____
Title _____
Date _____

CONTROLLING PRINCIPALS

Each of the undersigned acknowledges and agrees as follows

1 Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this guaranty and the undertakings of the Controlling Principals in the Franchise Agreement are in partial consideration for, and a condition to, the granting of this license, and that Franchisor would not have granted this license without the execution of this guaranty and such undertakings by each of the undersigned,

2 Each is included in the term "Controlling Principals" as described in Section 19 18 of the Franchise Agreement,

3 Each individually, jointly and severally, makes all of the covenants, representations, warranties and agreements of the Controlling Principals set forth in the Franchise Agreement and is obligated to perform thereunder, and

4 Each individually, jointly and severally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations under the Franchise Agreement will be punctually paid and performed Upon default by Franchisee or upon notice from Franchisor, each will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement Without affecting the obligations of any of the Controlling Principals under this guaranty, Franchisor may, without notice to the Controlling Principals, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or settle, adjust or compromise any claims that Franchisor may have against Franchisee Each of the Controlling Principals waives all demand and notices of every kind with respect to the enforcement of this guaranty, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor and any release of any guarantor or other security for this guaranty or the obligations of Franchisee Franchisor may pursue its rights against any of the Controlling Principals, jointly or severally, without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy Upon receipt by Franchisor of notice of the death of any of the Controlling Principals, the estate of the deceased will be bound by the foregoing guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in such event, the obligations of the remaining Controlling Principals shall continue in full force and effect

ATTEST

CONTROLLING PRINCIPALS

_____
Witness

_____
Name _____

_____
Witness

_____
Name _____

_____
Witness

_____
Name _____

_____
Witness

_____
Name _____

ATTACHMENT A TO THE FRANCHISE AGREEMENT

ACCEPTED LOCATION AND TERRITORY

1 ACCEPTED LOCATION

Pursuant to Section 1 2 of the Franchise Agreement, the Cafe shall be located at the following Accepted Location

_____

_____

_____

2 TERRITORY

Pursuant to Section 1 4 of the Franchise Agreement, the Territory shall be

_____

_____

ATTACHMENT B TO THE FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns, transfers and sets over to Nature's Table Franchise Company, a Florida corporation ("Assignee"), all of Assignor's right and title to and interest in that certain "Lease' a copy of which is attached as Exhibit A respecting premises commonly known as _____ This assignment is for collateral purposes only and except as specified in this document Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this assignment or the Lease unless and until Assignee takes possession of the premises the Lease demises according to the terms of this document and assumes Assignor's obligations under the Lease

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and that Assignor has not previously assigned or transferred and is not otherwise obligated to assign or transfer any of its interest in the Lease or the premises it demises

Upon Assignor's default under the Lease or under the "Franchise Agreement" for a Nature's Table Cafe between Assignee and Assignor or in the event Assignor defaults under any document or instrument securing the Franchise Agreement Assignee has the right to take possession of the premises the Lease demises and expel Assignor from the premises In that event Assignor will have no further right and title to or interest in the Lease but will remain liable to Assignee for any past due rental payments or other charges Assignee is required to pay Lessor to effectuate the assignment this document contemplates

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without Assignee's prior written consent Throughout the term of the Franchise Agreement Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days before the last day upon which the option must be exercised unless Assignee agrees otherwise in writing Upon Assignee's failure to agree otherwise in writing and upon Assignor's failure to elect to extend or renew the Lease as required Assignor appoints Assignee as its true and lawful attorney-in-fact with the authority to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal

ASSIGNEE	ASSIGNOR
NATURE'S TABLE FRANCHISE COMPANY	_____
By _____	By _____
Name Dick Larsen	Name _____
Title President/Founder	Title _____
Date _____	Date _____

CONSENT TO COLLATERAL ASSIGNMENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the Lease

(a) Agrees to notify Assignee in writing of and upon Assignor's failure to cure any default by Assignor under the Lease,

(b) Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within thirty (30) days after Lessor's delivery of notice of the default under section (a) above,

(c) Consents to the Collateral Assignment and agrees that if Assignee takes possession of the premises the Lease demises and confirms to Lessor that it has assumed the Lease as tenant, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within the thirty (30) day period noted in section (b) above Assignor's defaults under the Lease, and

(d) Agrees that Assignee may further assign the Lease to or enter into a sublease with a person, firm or corporation who agrees to assume the tenant's obligations under the Lease and is reasonably acceptable to Lessor and that upon that assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise, other than to certify that the additional assignee or sublessee operates the premises the Lease demises as a Nature's Table Cafe

Dated _____

_____

_____, Lessor

ATTACHMENT C TO THE FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPALS

A The following is a list of all shareholders, partners or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest

Name	Percentage of Ownership/Nature of Interest

B In addition to the persons listed in paragraph A , the following is a list of all of Franchisee's Principals described in and designated pursuant to Section 19 18 of the Franchise Agreement Unless designated as a Controlling Principal, each of Franchisee's Principals shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Attachment D (see Sections 10 2 2 and 10 3 4 of the Franchise Agreement)

ATTACHMENT D TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(for trained employees, shareholders, officers, directors, general partners, members and managers of Franchisee)

In consideration of my being a _____ of _____ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that

1 Pursuant to a Franchise Agreement dated _____, 20___ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Nature's Table Franchise Company (the "Company") to establish and operate a Nature's Table Cafe (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and Accepted Location _____ (the "Accepted Location")

2 The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses offering a variety of sandwiches, natural fruit juices, high protein drinks and shakes, frozen yogurt and frozen yogurt shakes, ice cream, soups, vegetarian chili, salads, pasta salads, soft drinks, fresh fruit, low-fat muffins, and other "sensible" foods The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, recipes, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information")

3 Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement

4 As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company's Confidential Operations Manuals (the "Manuals"), and other general assistance during the term of the Franchise Agreement

5 I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition

6 The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information

has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement

7 Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any food service business which (a) is the same as, or substantially similar to, a Franchised Business, or (b) offers to sell or sells any products or services which are the same as, or substantially similar to, any of the products offered by a Franchised Business where the sale of such products constitutes or is intended to constitute twenty percent (20%) or more of the gross sales of the business operated or intended to be operated (a "Competitive Business"), and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within

7 1 Franchisee's Territory, as defined in the Franchise Agreement ("Franchisee's Territory"),

7 2 Three (3) miles of Franchisee's Territory, or

7 3 Three (3) miles of any Franchised Business operating under the System and the Proprietary Marks

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation

8 I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement

9 I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified

10 The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm, therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the

Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement

11 This Agreement shall be construed under the laws of the State of Florida The only way this Agreement can be changed is in writing signed by both the Franchisee and me

_____
Signature

_____
Name

_____
Address

_____
Title

ACKNOWLEDGED BY FRANCHISEE

By _____

Name _____

Title _____

ATTACHMENT E TO THE FRANCHISE AGREEMENT
ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO NATURE'S TABLE FRANCHISE COMPANY ("COMPANY")

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's ☐ checking or ☐ savings account (select one) indicated below drawn by and payable to the order of Nature's Table Franchise Company by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation

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

Depository Name _____

City _____ State _____ Zip Code _____

Transit/ABA Number _____ Account Number _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner to afford Company and Depository a responsible opportunity to act on such request

Depositor (Please Print)

_____

_____

_____
Date Signed

_____

_____
Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers

ATTACHMENT F TO THE FRANCHISE AGREEMENT

INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Internet Listing Agreement") is made and entered into as of the _____ day of _____, 20___ (the "Effective Date"), by and between Nature's Table Franchise Company, a Florida corporation (the "Franchisor"), and _____, a _____ (the "Franchisee")

WITNESSETH

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a "Nature's Table" Cafe (the "Franchise Agreement"), and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Internet Listing Agreement,

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows

1 **DEFINITIONS**

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof

2 **TRANSFER, APPOINTMENT**

2 1 Interest in Internet Web Sites and Listings Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Cafe or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest")

2 2 Transfer On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites and Listings (i) to transfer all of Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer In the event Franchisor does not desire to accept any or all such Internet Web Sites and Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs

2 3 Appointment, Power of Attorney Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Internet Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Internet Listing Agreement Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Internet Listing Agreement Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following

2 3 1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Listings to Franchisor,

2 3 2 Direct the Internet Companies to terminate any or all of the Internet Web Sites and Listings, and

2 3 3 Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest

2 4 Certification of Termination Franchisee hereby directs the Internet Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated

2 5 Cessation of Obligations After the Internet Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Listings to Franchisor, as between Franchisee and Franchisor, Franchise will have no further interest in, or obligations under, such Internet Web Sites and Listings Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies for the sums Franchisee is obligated to pay such Internet Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Internet Listing Agreement

3 MISCELLANEOUS

3 1 Release Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Internet Listing Agreement

3 2 Indemnification Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them

for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Internet Listing Agreement

3 3 No Duty The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Listings

3 4 Further Assurances Franchisee agrees that at any time after the date of this Internet Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Internet Listing Agreement

3 5 Successors, Assigns, and Affiliates All Franchisor's rights and powers, and all Franchisee's obligations, under this Internet Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Internet Listing Agreement

3 6 Effect on Other Agreements Except as otherwise provided in this Internet Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein

3 7 Survival This Internet Listing Agreement shall survive the Termination of the Franchise Agreement

3 8 Joint and Several Obligations All Franchisee's obligations under this Internet Listing Agreement shall be joint and several

3 9 Governing Law This Internet Listing Agreement shall be governed by and construed under the laws of the State of Florida, without regard to the application of Florida conflict of law rules

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date

FRANCHISOR	FRANCHISEE
NATURE'S TABLE FRANCHISE COMPANY	
By _____	By _____
Name Dick Larsen	Name _____
Title President/Founder	Title _____

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of the _____ day of _____, 20___ (the "Effective Date"), by and between Nature's Table Franchise Company, a Florida corporation (hereinafter the "Franchisor"), and ___ _____ (the ' Franchisee")

WITNESSETH

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for the operation of a "Nature's Table" Cafe (the "Franchise Agreement"), and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement,

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows

1 DEFINITIONS

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof

2 TRANSFER, APPOINTMENT

2 1 Interest in Telephone Numbers and Listings Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the ' Telephone Numbers and Listings") related to the Cafe or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest")

2 2 Transfer On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs

2 3 Appointment, Power of Attorney Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the

Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following

2 3 1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor,

2 3 2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings, and

2 3 3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest

2 4 Certification of Termination Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated

2 5 Cessation of Obligations After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement

3 MISCELLANEOUS

3 1 Release Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement

3 2 Indemnification Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement

3 3 No Duty The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings

3 4 Further Assurances Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement

3 5 Successors, Assigns, and Affiliates All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement

3 6 Effect on Other Agreements Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein

3 7 Survival This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement

3 8 Joint and Several Obligations All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several

3 9 Governing Law This Telephone Listing Agreement shall be governed by and construed under the laws of the State of Florida without regard to the application of Florida conflict of law rules

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date

FRANCHISOR	FRANCHISEE
NATURE'S TABLE FRANCHISE COMPANY	
By _____	By _____
Name Dick Larsen	Name _____
Title President/Founder	Title _____

ATTACHMENT G TO THE FRANCHISE AGREEMENT
POWER OF ATTORNEY (TAX)

Taxes

IRREVOCABLE POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS

That _____, a _____ ("Franchisee"), does hereby irrevocably constitute and appoint Nature's Table Franchise Company, a Florida corporation ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of obtaining any and all returns, records, reports and other documentation relating to the payment of taxes filed by Franchisee with any state and/or federal taxing authority, including, but not limited to, the State Comptroller of the State of _____, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted

During the term of this Power of Attorney, and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no governmental agency, person, firm or corporation dealing with Franchisor, if acting in good faith, shall be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of documents delivered or funds or property paid or delivered to Franchisor Any governmental agency, person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm, corporation or agency acting in reliance on such a certificate or a copy of this Power of Attorney Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed This paragraph shall survive any termination of this Power of Attorney

This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of _____, 20___ by and between Franchisor and Franchisee Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest It is executed and delivered in the State of _____ and the laws of the State of _____ shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the _____ day of _____, 20___

_____, a
_____

By _____
Name _____
Title _____

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__

(SEAL)

_____
Notary Public in and for
The State of _____

My commission expires

_____

ATTACHMENT H TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDUMS

ADDENDUM TO NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX

1 California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise If the Franchise Agreement or Multi-Unit Operator Agreement contains provisions that are inconsistent with the law, the law will control

2 The Franchise Agreement and Multi-Unit Operator Agreement provide for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A Sec 101 et seq)

3 The Franchise Agreement and Multi-Unit Operator Agreement contain covenants not to compete which extend beyond the termination of the agreements These provisions may not be enforceable under California law

4 Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise

5 Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 79a et seq , suspending or expelling such persons from membership in such association or exchange

6 The Franchise Agreement and Multi-Unit Operator Agreement require binding arbitration The arbitration will occur in Florida with the costs being borne by the franchisee and franchisor Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

7 The Franchise Agreement and Multi-Unit Operator Agreement require application of the laws of Florida This provision may not be enforceable under California law

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

9 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

10 Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

11 The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

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

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

1 The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself

> Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 (' Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State " This Section of the Act replaces any contradictory language contained in the Franchise Agreement and Multi-Unit Operator Agreement

2 Illinois law governs the Franchise Agreement and Multi-Unit Operator Agreement

3 Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim according to the provisions of Title 9 of the United States Code "

4 Under Illinois law at 200 608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law" The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended accordingly

5 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee, Multi-Unit Operator, or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred

6 Item 17(g) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days

STATE ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND MULTI-UNIT OPERATOR AGREEMENT FOR THE STATE OF INDIANA

1 To be added to Item 3 of the Disclosure Document, is the following statement

There are presently no arbitration proceedings to which the Franchisor is a party

2 Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2 7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory

3 Item 17 is amended to state that this is subject to Indiana Code 23-2-2 7-1 (10)

4 Under Indiana Code 23-2-2 7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby amended accordingly

5 Under Indiana Code 23-2-2 7-1 (10), franchisee may not agree to waive any claims or rights

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for Nature's Table Franchise Company for the State of Maryland for Nature's Table Franchise Company's Franchise Disclosure Document and for its Franchise and Multi-Unit Operator Agreements The amendments to the Franchise and Multi-Unit Operator Agreements included in this addendum have been agreed to by the parties

1 Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

2 Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

3 Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

4 Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement and Multi-Unit Operator Agreement which provide for termination upon bankruptcy of the franchisee/multi-unit operator may not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq)

5 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

6 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

7 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

8 The Franchise Agreement, Multi-Unit Operator Agreement, and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement "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 incurred under the Maryland Franchise Registration and Disclosure Law "

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

(i) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to

Consumer Protection Division
Attn: Marilyn McEwen
525 W Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT FOR THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20__, and effectively amends and revises said Disclosure Document, and the Franchise Agreement and Multi-Unit Operator Agreement as follows

1 Item 13 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use "

2 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minnesota law provides franchisees with certain termination and non-renewal rights Minnesota Stat Sec 80c 14, Subd 3, 4 and 5 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 for non-renewal of the Disclosure Document "

3 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minn Stat Sec 80C 21 and Rule 2860 4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of jurisdiction "

4 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minn Rule 2860 4400D prohibits us from requiring you to assent to a general release "

5 Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn Rule 2860 4400J which prohibits requiring you to consent to liquidated damages

6 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby deleted in accordance with Minn Rule 2860 4400J which prohibits waiver of a jury trial

7 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement regarding Limitations of Claims are hereby amended to comply with Minn Stat §80C 17, Subd 5

8 Franchisee cannot waive any rights In accordance with Minn Rule 2862 4400J Franchisee cannot consent to the Franchisor obtaining injunctive relief Franchisor may seek injunctive relief

9 Item 6, Insufficient Fund Fees NSF fees are governed by Minnesota Statute 604 113, which puts a cap of $30 on a NSF check This applies to everyone in Minnesota who accepts checks except banks

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___

ATTEST

_____
Witness

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name Dick Larsen
Title President/Founder

FRANCHISEE

_____
Witness

_____

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

3 LITIGATION

Neither the Franchisor, its Predecessor nor any person listed under Item 2 or an affiliate offering franchises under Franchisor's principal trademark

(A) has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

(B) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices, or comparable allegations

(C) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

4 BANKRUPTCY

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the ten year period immediately before the date of the disclosure document (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code (or any comparable foreign law), (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within one year after the officer or general partner of the Franchisor held this position in the company or partnership

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement and Multi-Unit Operator Agreement effectively amends and revises said documents as follows

1 Item 17(c) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release

2 Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law Item 17(r) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended accordingly

3 Item 17(i) of the Disclosure Document and the Franchise Agreement require the franchisee to consent to termination or liquidated damages Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota

3 Item 17(u) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties

4 Item 17(v) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require jurisdiction of courts in the State of Florida are deleted

5 Item 17(w) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota

6 Apart from civil liability as set forth in Section 51-19-12 N D C C , which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law

7 Item 6 of the Disclosure Document and the Franchise Agreement are hereby amended to delete all references to liquidated damages

8 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted

9 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that

> "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Nature's Table Franchise Company for use in the Commonwealth of Virginia shall be amended as follows

Additional Disclosure The following statements are added to Item 17 h

According to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute

"reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable

According to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either 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, Chapter 19 100 RCW shall prevail

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed according to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___

ATTEST

NATURE'S TABLE FRANCHISE COMPANY

_____
Witness

By _____
Name Dick Larsen
Title President/Founder

FRANCHISEE

_____
Witness

_____

ATTACHMENT I TO THE FRANCHISE AGREEMENT

TRANSFER OF A FRANCHISE TO A CORPORATION OR LIMITED LIABILITY COMPANY

This Transfer Agreement shall amend that certain Franchise Agreement between _____, an individual with an address at _____ ("Franchisee"), and Nature's Table Franchise Company, a Florida corporation headquartered at 545 Delaney Avenue, Building 2 Orlando, Florida 32801, Orlando, Florida 32801 ("Franchisor")

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Franchisee of the Cafe under a Franchise Agreement executed on the date set forth below, between himself or herself and Franchisor, granting him/her a franchise to operate at the location set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Franchisee constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Franchise Agreement to the Corporation or Limited Liability Company in accordance with the provisions of Article 14 of the Franchise Agreement, agree as follows

1 The undersigned Franchisee shall remain personally liable in all respects under the Franchise Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Franchise Agreement including the restrictive covenants contained in Article 10 thereof, to the same extent as if each of them were the Franchisee set forth in the Franchise Agreement and they jointly and severally personally guarantee all of the Franchisee's obligations set forth in said Agreement

2 The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and Nature's Table Franchise Company"
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in a Franchise Agreement dated _____, 20__ between _____ and Nature's Table Franchise Company"

3 _____ or his designee shall devote his best efforts to the day-to-day operation and development of the Cafe

4 _____ hereby agrees to become a party to and to be bound by all of the provisions of the Franchise Agreement executed on the date set forth below between Franchisee and Nature's Table Franchise Company, to the same extent as if it were named as the Franchisee therein

Date of Franchise Agreement _____

Location of Cafe _____

WITNESS

_____

As to Paragraph 3

_____
[Name]

As to Paragraph 4

_____

_____
[Name]

ATTEST

_____

_____
Name of Corp or Limited Liability Company

By _____ (SEAL)
Title _____

In consideration of the execution of the above Agreement, Nature's Table Franchise Company hereby consents to the above referred to assignment on this _____ day of _____, 20__

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name Dick Larsen
Title President/Founder

ATTACHMENT J TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, Nature's Table Franchise Company (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a Nature's Table Cafe Business (the "Franchised Business") The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of the Broker that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor

In the event that you are intending to purchase an existing Franchised Cafe from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours The questions below do not apply to any communications that you had with the transferring franchisee Please review each of the following questions and statements carefully and provide honest and complete responses to each

1 Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2 I had my first face-to-face meeting with a Franchisor representative on _____, 20___

3 Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4 Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

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

_____

_____

_____

_____

_____

_____

5 Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6 Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7 Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

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

_____
_____
_____
_____
_____
_____

8 Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

10 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15 Has any employee of the Broker the Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

18 Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines (Attach additional pages, if necessary, and refer to them below) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank

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

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

A You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace You hereby acknowledge your awareness of and willingness to undertake these business risks

B You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None"

C You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures") The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is

(i) a person or entity listed in the Annex to the Executive Order,

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism,

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or

(iv) owned or controlled by terrorists or sponsors of terrorism

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure

Acknowledged this _____ day of _____, 20____

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By _____
Signature

Print Name_____

Title_____

ATTACHMENT K TO THE FRANCHISE AGREEMENT

ADDENDUM
RELATING TO A
NATURE'S TABLE
FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as _____, 20___, by Nature's Table Franchise Company, a Florida corporation located at 545 Delaney Avenue, Building 2 Orlando, Florida 32801, Orlando, Florida 32801 ("Franchisor'), and _____, located at _____ ("Franchisee")

Recitals Franchisor and Franchisee entered into a Franchise (or "License") Agreement on _____, 20__, (Franchise Agreement) The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit #_____ ("Unit') Franchisee has obtained from a lender a loan ("Loan") in which funding is provided with the assistance of the United States Small Business Administration ("SBA") SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which all of the parties acknowledge, the parties agree as follows

1 The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof

2 Section 14 4 of the Franchise Agreement grants to the Franchisor the right to purchase all or a partial interest in the franchise business This Section is amended to state that the Franchisor will not become a partial owner of the business

3 Section 14 5 2 of the Franchise Agreement states that the Franchisor selects the physician who will determine the permanent disability of the Franchisee This Section is amended to state that the Franchisor cannot solely select the physician

4 Section 14 5 4 and Section 19 23 of the Franchise Agreement provides that In order to prevent any interruption of the restaurant operations which would cause harm to the restaurant, thereby depreciating the value thereof, Franchisee authorizes Franchisor, who may, at its option, in the event that Franchisee is absent for any reason or is incapacitated by reason of illness and is unable, in the sole and reasonable judgment of Franchisor, to operate the restaurant, operate the restaurant for so long as Franchisor deems necessary and practical This section is amended to state that Franchisor may operate the business for ninety (90) days, which shall be renewable as necessary for up to one (1) year, and that Franchisor will periodically discuss the status with the Franchisee

5 Section 18 12 2 of the Franchise Agreement grants the Franchisor the right to purchase the real estate (if owned by the Franchisee) upon which the business is located This Section is amended to state that it is the decision of the Franchisee as to whether it wants to sell the real estate The Franchisee cannot be forced to sell the real estate to the Franchisor if it does not so desire

6 Section 19 24 of the Franchise Agreement provides step-in rights to Franchisor to manage the business for an extended period of time This Section is amended to state that Franchisor may

operate the business for ninety (90) days, which shall be renewable as necessary for up to one (1) year, and that Franchisor will periodically discuss the status with the Franchisee

7 Section 21 of the Franchise Agreement requires that the franchisor will be granted a security interest in all business collateral This Section is amended to state that Franchisor will subordinate its interest to any SBA financed franchisees

8 This Agreement automatically terminates on the earliest to occur of the following (i) a Termination occurs under the Franchise Agreement, (ii) the Loan is paid, or (iii) SBA no longer has any interest in the Loan

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written

FRANCHISOR

Nature's Table Franchise Company

By _____
Name Dick Larsen
Title President/Founder

FRANCHISEE

By _____
Name _____
Title _____

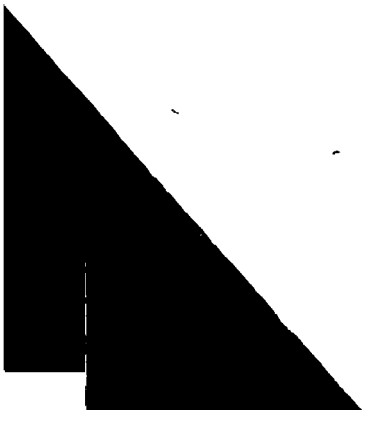

EXHIBIT C TO THE DISCLOSURE DOCUMENT
MULTI-UNIT OPERATOR AGREEMENT

NATURE'S TABLE FRANCHISE COMPANY

MULTI-UNIT OPERATOR AGREEMENT

MULTI-UNIT OPERATOR

DATE OF AGREEMENT

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ATTACHMENTS

"A" Certification by Multi-Unit Operator
"B" Guaranty
"C" Transfer of a Franchise to a Corporation or Limited Liability Company

EXHIBITS

"A" Minimum Performance Schedule
"B" Exclusive Area

NATURE'S TABLE FRANCHISE COMPANY

MULTI-UNIT OPERATOR AGREEMENT

THIS MULTI-UNIT OPERATOR AGREEMENT ("Agreement") is made and entered into the _____ day of _____, 20__, between Nature's Table Franchise Company, a Florida corporation having its principal place of business at 300 South Orange Avenue, Suite 1260, Orlando, Florida 32801 ("we", "us" or "our"), and _____ whose principal address is _____ (hereinafter "you" or "your")

WITNESSETH

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliate have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of quick-serve cafes operating under the name "Nature's Table Cafe®" offering a variety of sandwiches, natural fruit juices, high protein drinks and shakes, frozen yogurt and frozen yogurt shakes, ice cream, soups, vegetarian chili, salads, pasta salads, soft drinks, fresh fruit, low-fat muffins, and other ' sensible" foods ("Cafe" or "Franchised Business"),

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, and furnishings, proprietary products and ingredients, proprietary recipes and special menu items, uniform standards, specifications, and procedures for operations, quality and uniformity of products and services offered, procedures for inventory, management and financial control, training and assistance, and advertising and promotional programs, all of which may be changed, improved, and further developed by us from time to time,

WHEREAS, we identify the System by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Nature's Table®" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks"),

WHEREAS, we and our affiliates continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service, and

WHEREAS, you wish to obtain certain development rights to open and operate Cafes operating under the Marks under the System within the Exclusive Area described in this Multi-Unit Operator Agreement

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party stated herein, hereby agree as follows

SECTION 1
GRANT

1 1 We hereby grant to you, pursuant to the terms and conditions of this Multi-Unit Operator Agreement, certain development rights ("Development Rights") to establish and operate _____

(_____) franchised Cafes, and to use the System solely in connection therewith at specific locations to be designated in separate Franchise Agreements executed as provided in Section 3 1 hereof, and pursuant to the schedule established in Exhibit "A" of this Agreement (hereinafter "Minimum Performance Schedule") Each Cafe developed hereunder shall be located in the area described in Exhibit "B" of this Agreement (hereinafter "Exclusive Area")

1 2 Each Cafe for which a Development Right is granted hereunder shall be established and operated pursuant to a Franchise Agreement to be entered into between you and us in accordance with Section 3 1 hereof

1 3 Except as otherwise provided in this Agreement, we shall not establish, nor franchise anyone other than you to establish, a Cafe in the Exclusive Area during the term of this Agreement, provided you are not in default hereunder

1 4 This Agreement is not a Franchise Agreement and does not grant to you any right to use the Marks or System

1 5 You shall have no right under this Agreement to franchise others under the Marks or System

SECTION 2
DEVELOPMENT FEE

In consideration of the development rights granted herein, you shall pay to us a Development Fee of _____ Thousand Dollars ($_____), which is calculated as Thirty Thousand Dollars ($30,000), representing the full initial franchise fee for the first Cafe to be developed hereunder, plus Fifteen Thousand Dollars ($15,000), representing a deposit equal to one-half of the initial franchise fee, multiplied by the total number of additional Cafes to be developed pursuant to this Agreement

You acknowledge and agree that the Development Fee shall be fully earned by us upon execution of this Agreement, is not refundable, and shall be for administrative and other expenses incurred by us and for the development opportunities lost or deferred as a result of the Development Rights granted to you herein

SECTION 3
SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

3 1 You shall assume all responsibility and expense for locating potential sites for Cafes and shall submit to us for our evaluation and approval, in the form specified by us, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as we may reasonably require, together with a letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the site We shall have thirty (30) days after receipt of such information and materials from you to approve or disapprove the site in our sole discretion If the site is approved, you will then be presented with the Franchise Agreement for execution

3 2 Recognizing that time is of the essence, you agree to exercise each of the Development Rights granted hereunder in the manner specified herein, and to satisfy the Minimum Performance Schedule in a timely manner Your failure to adhere to the Minimum Performance Schedule shall constitute a default under this Agreement as provided in Section 9 1 hereof Under no circumstances,

however, may you open a Cafe for business unless and until there is a fully executed Franchise Agreement in place for such Cafe

3 3 You shall exercise each Development Right granted herein only by executing a Franchise Agreement for each Cafe at a site approved by us in the Exclusive Area as hereinafter provided within ten (10) days after receipt of said Franchise Agreement from us for the approved site and return same to us for our execution The Franchise Agreement for the first Development Right exercised hereunder has been executed contemporaneously with this Agreement The Franchise Agreement for each additional Development Right exercised hereunder shall be the then-current Franchise Agreement, except that the Royalty and Advertising Fees shall not increase and shall be the same as stated in the first Franchise Agreement executed, subject to any non-material changes therein which are required to be made by changes in any applicable law, regulation or ordinance in effect from time to time In the event we do not receive the properly executed Franchise Agreement with the appropriate number of copies within said ten (10) days from delivery thereof to you, our approval of the site shall be void and you shall have no rights with respect to said site

The initial fees to be paid by you shall be Thirty Thousand Dollars ($30,000) for the initial franchise fee for each Cafe to be developed hereunder For the first Cafe to be developed hereunder, we will apply a portion of the Development Fee in full satisfaction of the initial franchise fee For each additional Cafe to be developed hereunder, we will apply Fifteen Thousand Dollars ($15,000) of the Development Fee toward the initial franchise fee payable for such Cafe and the balance of the initial franchise fee, or Fifteen Thousand Dollars ($15,000), is payable by you to us in a lump sum when you sign the Franchise Agreement for that Cafe

3 4 You acknowledge that the approval of a particular site for a Cafe by us shall not be deemed to be an assurance or guaranty that the Cafe will operate successfully or at a profit from such site

3 5 You shall be required to execute each Franchise Agreement and own a minimum of fifty-one percent (51%) of the issued and outstanding stock for each Cafe to be opened pursuant to said Franchise Agreement In no event shall you relinquish control over each entity operating each Cafe

SECTION 4
DEVELOPMENT RIGHTS AND OBLIGATIONS

4 1 Provided you are in full compliance with all the terms and conditions of this Agreement, including without limitation your development obligations described in Section 3 2, and you are in full compliance with all of your obligations under all franchise agreements executed pursuant to this Agreement, then during the term of this Agreement neither we nor any of our affiliates will develop or operate or grant franchises for the development or operation of Cafes within the Exclusive Area, except the franchises that are granted to you pursuant to this Agreement and except as otherwise expressly provided in this Agreement

4 2 Upon the termination or expiration of this Agreement, we and our affiliates shall have the right to develop and operate, and to grant to others development rights and franchises to develop and operate, Cafes within the Exclusive Area subject only to the territorial rights granted to you with respect to Cafes operated by you pursuant to the Franchise Agreements

4 3 Except as expressly limited by Section 3 2 above, we and our affiliates retain all rights with respect to Cafes, the Marks and the sale of any goods and services, anywhere in the world, including, without limitation, the right

4 3 1 to produce, offer and sell and to grant others the right to produce, offer and sell the products offered at Cafes and any other goods displaying the Marks or other trade and service marks through alternative distribution channels, as described below, both within and outside the Exclusive Area, and under any terms and conditions we deem appropriate "Alternative distribution channels" include, but are not limited to, the Internet, catalog sales, grocery stores, club stores, telemarketing or other marketing methods,

4 3 2 to operate and to grant others the right to operate Cafes located outside the Exclusive Area under any terms and conditions we deem appropriate and regardless of proximity to a Cafe, and

4 3 3 to acquire and operate a business operating one or more cafes or food service businesses located or operating in the Exclusive Area

SECTION 5
RENEWAL

This Agreement shall not be subject to renewal, however, if you wish to purchase a new Exclusive Area and continue to develop Cafes, we will, in good faith, negotiate a new Multi-Unit Operator Agreement with you

SECTION 6
TERM AND RIGHT OF FIRST REFUSAL

6 1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the date the last Cafe is opened pursuant to the Minimum Performance Schedule established in Exhibit "A"

6 2 If, at any time or from time to time following the opening for business of all the Cafes in accordance with the Minimum Performance Schedule, we determine that it is desirable to operate one or more additional Cafes in the Exclusive Area, and provided you have timely complied with the Minimum Performance Schedule and are then in compliance with all terms and conditions of all Franchise Agreements, you shall have a right of first refusal to obtain the Development Rights to such additional Cafe(s) upon such reasonable terms and conditions as are then determined by us including, but not limited to, the imposition of a new Development Fee and the payment of the then-current Initial Franchise Fee upon execution of the then-current Franchise Agreement In such case, we shall advise you in writing of the terms and conditions for the acquisition of the Development Rights for such additional Cafe(s) You must notify us in writing within sixty (60) days of the receipt of such notice whether you wish to acquire the Development Rights to one or all of such additional Cafe(s) If you do not exercise this right of first refusal, in whole, we may, following the expiration of the sixty (60) day period, grant the Development Rights to such additional Cafe(s) to any other person or persons on the same terms and conditions or we may elect to develop and construct any of such additional Cafe(s)

SECTION 7
YOUR OBLIGATIONS

7 1 You acknowledge and agree that

7 1 1 Except as otherwise provided herein, this Agreement includes only the right to select sites for the establishment of Cafes and to submit the same to us for our approval in accordance with the terms of this Agreement This Agreement does not include the grant of a license by us to you of any rights to use the Marks, the System, or to open or operate any Cafes within the Exclusive Area You shall obtain the license to use such additional rights at each Cafe upon the execution of each Franchise Agreement by both you and us and only in accordance with the terms of each Franchise Agreement

7 1 2 The Development Rights granted hereunder are personal to you and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as stated in Section 11 hereof

7 1 3 Except as provided in Sections 6 1 and 6 2 hereof, the Development Rights granted hereunder are non-exclusive, and we retain the right, in our sole discretion

(a) To continue to construct and operate other Cafes and to use the System and the Marks at any location outside the Exclusive Area, and to license others to do so

(b) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights not designated by us as Marks for use with different franchise systems for the sale of the different products or services not in connection with the System at any location, on such terms and conditions as we may deem advisable and without granting you any rights therein

(c) To develop, merchandise, sell and license others to sell any of our products, proprietary or otherwise, presently existing or to be developed in the future, to the public through supermarkets, groceries, club stores and other non-cafe outlets outside or inside of the Exclusive Area and to use the Marks in connection therewith

7 1 4 You have sole responsibility for the performance of all obligations arising out of the operation of your business pursuant to this Agreement, including, but not limited to, the payment when due of any and all taxes levied or assessed by reason of such operation

7 1 5 In all public records, in your relationship with other persons, and in any documents, you shall indicate clearly the independent ownership of your business and that the operations of said business are separate and distinct from the operation of a Nature's Table Cafe

7 1 6 You shall at all times preserve in confidence any and all materials and information furnished or disclosed to you by us and you shall disclose such information or materials only to such of your employees or agents who must have access to it in connection with their employment You shall not at any time, without our prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person

7 1 7 You shall comply with all requirements of federal, state and local laws, rules and regulations

7 1 8 You shall at no time have the right to sub-franchise any of your Development Rights hereunder

7 1 9 In no event shall any Cafe be opened for business unless and until a Franchise Agreement for such Cafe has been fully executed and the initial franchise fee for such Cafe has been paid

SECTION 8
OUR SERVICES

We shall, at our expense, provide the following services

8 1 Review your site selection for conformity to our standards and criteria for selection and acquisition of sites upon our receipt of your written request for approval thereof

8 2 Provide you with standard specifications and layouts for the interior and exterior design, improvements, equipment, furnishings, decor and signs identified with the Cafes as we make available to all multi-unit operators and franchisees from time to time

8 3 Review of your site plan and final build-out plans and specifications for conformity to the construction standards and specifications of the System, upon our receipt of your written request for approval thereof

8 4 Provide such other resources and assistance as may hereafter be developed and offered by us to our other multi-unit operators

SECTION 9
DEFAULT AND TERMINATION

9 1 The occurrence of any of the following events of default shall constitute good cause for us, at our option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, to terminate this Agreement upon notice to you without opportunity to cure the default, except where prohibited by any applicable state or federal law, whereupon this Agreement shall be terminated in accordance with the provisions of any such law

9 1 1 If you shall, in any respect, fail to meet the Minimum Performance Schedule

9 1 2 If you shall purport to effect any assignment other than in accordance with Section 11 hereof

9 1 3 Except as provided in Section 11 hereof, if you attempt to sell, assign, transfer or encumber this Agreement prior to the time that at least twenty-five percent (25%) of the Cafes to be constructed and opened for business in accordance with the Minimum Performance Schedule are, in fact, open or under construction

9 1 4 If you make, or have made, any material misrepresentation to us in connection with obtaining this Multi-Unit Operator Agreement, any site approval hereunder, or any Franchise Agreement

9 1 5 If you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement

9 1 6 If you suffer a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Cafe, and permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, ordinance, rule or regulation, and you promptly resort to courts or forums of appropriate jurisdiction to contest such violation or legality

9 1 7 If you or an owner of yours owning a twenty-five percent (25%) or more interest in you is convicted in a court of competent jurisdiction of an indictable offense punishable by a term of imprisonment in excess of one (1) year

9 1 8 If you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors, if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you, if you are adjudicated a bankrupt or insolvent, if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you, if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction, if proceedings for a composition with creditors under any state or federal law should be instituted by or against you, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless *supersedeas* bond is filed), if you are dissolved, if execution is levied against your business or property, if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days, or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable

9 1 9 If you, or any shareholder or principal, if you are corporate entity, or any of your affiliates cease to operate all of the Cafes opened pursuant to the terms of this Agreement

9 2 Upon occurrence of any of the events stated in this Section 9 2, we may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by us to you of any of such events, if such defaults are not cured within such period

9 2 1 If you shall use the System or Marks, or any other names, marks, systems, insignia, symbols or rights which are our property except pursuant to, and in accordance with, a valid and effective Franchise Agreement

9 2 2 If you, or persons controlling, controlled by or under common control with you, shall have any interest, direct or indirect, in the ownership or operation of any food service business engaged in the sale of products similar to those permitted to be sold by you within the Exclusive Area or in any food service business which looks like, copies or imitates the Cafe or operates in a manner tending to have such effect other than pursuant to a valid and effective Franchise Agreement

9 2 3 If you shall fail to remit to us any payments pursuant to Section 2 when same are due

9 2 4 If you shall begin work upon any Cafe at any site unless all the conditions stated in Section 3 hereof have been met

9 2 5 If you fail to obtain our prior written approval or consent, including but not limited to site approval or site plan approval, as expressly required by this Agreement

9 2 6 If you default in the performance of any other obligation under this Agreement

9 2 7 If you open any Cafe for business before a Franchise Agreement for such Cafe has been fully executed and the initial franchise fee due to us has been paid

SECTION 10
OBLIGATIONS FOLLOWING TERMINATION

10 1 Upon termination of this Agreement becoming effective for any reason, or upon expiration of the term hereof, you agree as follows

10 1 1 To cease immediately any attempts to select sites on which to establish Cafes

10 1 2 To cease immediately to hold yourself out in any way as a multi-unit operator of ours or to do anything which would indicate a relationship between you and us

10 2 No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or in equity

SECTION 11
TRANSFER OF INTEREST

11 1 This Agreement is personal to you and you shall neither sell, assign, transfer nor encumber this Agreement, the Development Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur directly, indirectly or contingently by agreement or by operation of law without our prior written consent You understand that this Agreement may not be pledged, mortgaged, hypothecated, given as security for an obligation or in any manner encumbered The assignment or transfer of any interest, except in accordance with this Section shall constitute a material breach of this Agreement

11 2 In the event that you are a corporation or desire to conduct business in a corporate capacity, said corporate entity or assignment to a corporate entity (which may include a corporation, limited liability company or partnership) must receive our prior written approval and you agree to comply with the provisions hereinafter specified, including without limitation, personal guarantees by one or more equity owners of all of the obligations of said corporate entity or assignee corporate entity to us and other parties designated by us The corporate entity or assignee corporate entity shall not engage in any business activities other than those directly related to the operation of the Cafe(s) pursuant to the terms and conditions of the Franchise Agreements with us, and all assets related to the operation of the Cafe(s) shall be held by the corporate entity or assignee corporate entity There shall be no transfer fee charged by us for a one (1) time assignment to a corporate entity

11 3 If you are a corporation or if your rights hereunder are assigned to a corporate entity, you or those individuals disclosed on Attachment ' B" attached hereto shall be the legal and beneficial owner of not less than fifty-one percent (51%) of the outstanding equity of said entity and shall act as such

entity's principal officer The assignment to a corporate entity will not relieve you of personal liability to us for performance of any of the obligations under this Agreement Any subsequent transfer of voting rights of the equity of the entity or assignee entity, and any transfer or issuance of equity of the entity or assignee entity shall be subject to our prior written approval We agree that we will not unreasonably restrict the issuance or transfer of equity, provided that you comply with the provisions of this Section 11, and provided that in no event shall any equity of such corporate entity or assignee corporate entity be sold, transferred or assigned to a business competitor of ours The articles of organization and governing documents (including by-laws, operating agreement or partnership agreement) of the entity or assignee entity shall reflect that the issuance and transfer of equity is restricted, and all certificates shall bear the following legend, which shall be printed legibly and conspicuously on each certificate

> **"The transfer of this certificate is subject to the terms and conditions of an Multi-Unit Operator Agreement with Nature's Table Franchise Company dated _____ Reference is made to said Multi-Unit Operator Agreement and related Franchise Agreements and to restrictive provisions of the governing documents of this entity "**

11 4 The entity or assignee entity's records shall indicate that a stop transfer order shall be in effect against the transfer of any equity, except for transfers permitted by this Section 11 In addition to the foregoing, the equity of such entity or assignee entity shall not be publicly sold or traded without our prior express written consent, which shall be given at our sole discretion In the event that we approve a public offering of you, you shall present the Disclosure Document or prospectus to us for our review within a reasonable time prior to such offering becoming effective In no event shall you offer your securities by use of the name "Nature's Table" or any name deceptively similar thereto, however, you may make appropriate reference to the fact that you have a Multi-Unit Operator Agreement with us, nor shall you relinquish control of the new public company You agree to indemnify and hold us harmless from and against any claims, suits, actions or otherwise which arise out of or from such public offering

11 5 In the event of your death, disability or permanent incapacity, we shall consent to the transfer of all of the interest of you to your spouse, heirs or relatives, by blood or marriage, or if this Agreement was originally executed by more than one party, then to the remaining party(ies) who originally executed this Agreement, whether such transfer is made by your Last Will and Testament or by operation of law, provided that the requirements of Section 11 hereof have been met In the event that your heirs do not obtain our consent as prescribed herein, your personal representative shall have a reasonable time to dispose of your interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement

11 6 You have represented to us that you are entering into this Multi-Unit Operator Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights hereunder Therefore, you agree that any attempt to assign this Agreement, prior to the time that at least twenty-five percent (25%) of the Cafe(s) to be constructed hereunder are opened or under construction, except pursuant to Sections 11 2 and 11 3 hereof, shall be deemed to be an event of default

11 7 Except as provided in Section 11 6, if you receive from an unaffiliated third party and desires to accept a bona fide written offer to purchase your business, Development Rights and interests, we shall have the option, exercisable within thirty (30) days after receipt of written notice setting forth the name and address of the prospective purchaser, the price and terms of such offer, and a copy of such offer and the other information stated in this Section 11 7, to purchase such business, Development

Rights and interests, including your right to develop sites within the Exclusive Area, on the same terms and conditions as offered by said third party In order that we may have information sufficient to enable us to determine whether to exercise this option, we may require you to deliver to us certified financial statements as of the end of your most recent fiscal year and such other information about your business and operations as we may request If we decline, or do not accept the offer in writing within thirty (30) days, you may, within thirty (30) days from the expiration of the option period, sell, assign and transfer your business, Development Rights and interest to said third party, provided we have consented to such transfer as required by this Section 11 Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by us or our nominee, as in the case of an initial offer Our failure to exercise the option afforded by this Section 11 7 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section with respect to the proposed transfer

11 8 You acknowledge and agree that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Development Rights, the System and the Marks, as well as our reputation and image, and are for the protection of us, you and other multi-unit operators and franchisees Any assignment or transfer permitted by this Section 11 shall not be effective until we receive a completely executed copy of all transfer documents, and we consent in writing thereto

11 9 Except as provided in Section 11 6 hereof, we agree not to unreasonably withhold our consent to a sale, assignment or transfer by you hereunder Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless

11 9 1 All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee

11 9 2 All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations are paid

11 9 3 You are not in default hereunder

11 9 4 We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations

11 9 5 Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our standard form of Multi-Unit Operator Agreement, Franchise Agreements for all Cafes open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit operators on the date of transfer

11 9 6 You execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us

11 9 7 You or transferee pay to us a transfer fee in an amount equal to Fifteen Thousand Dollars ($15,000) to cover our reasonable costs in effecting the transfer

11 10 Upon the death or mental incapacity of any person with an interest of more than fifty percent (50%) in this Agreement or in you, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by us within twelve (12) months Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions stated in Section 11 1 hereof, the personal representative of the deceased shall have a reasonable time, not to exceed twelve (12) months from the date said personal representative is appointed, to dispose of the deceased's interest in you or in the Development Rights, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement It is understood and agreed, however, that notwithstanding the foregoing, the Minimum Performance Schedule shall be complied with as though no such death or mental incapacity had occurred In the event the interest described above is not disposed of within such time, we shall have the right to terminate this Agreement, provided such termination had not previously occurred for failure to perform pursuant to the Minimum Performance Schedule, upon ninety (90) days' notice to your representative, or we shall have the right to re-purchase same at the same price being sought by your representative

11 11 Our consent to a transfer of any interest in you or in the Development Rights pursuant to this Section shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee

11 12 We shall have the right, without the need for your consent, to assign, transfer or sell our rights under this Agreement to any person, partnership, corporation or other legal entity provided that the transferee agrees in writing to assume all obligations undertaken by us herein and you receive a statement from both us and our transferee to that effect Upon such assignment and assumption, we shall be under no further obligation hereunder, except for accrued liabilities, if any You further agree and affirm that we may go public, may engage in a private placement of some or all of our securities, may merge, acquire other corporations, or be acquired by another corporation, and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of our name, Marks (or any variation thereof) and System and/or the loss of association with or identification of Nature's Table Franchise Company as Franchisor under this Agreement You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing

You agree that we have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business, regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as "Nature's Table" Cafes operating under the Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities, except that in the event that any of these businesses are located within the Exclusive Area, they will not become "Nature's Table" Cafes

If we assign our rights in this Agreement, nothing herein shall be deemed to require us to remain in the cafe business or to offer or sell any products or services to you

SECTION 12
COVENANTS

12 1 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable training and confidential information, including, without limitation, secret recipes, information regarding the marketing methods and techniques of us and the System You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you and persons controlling, controlled by or under common control with you shall not, either directly or indirectly, for yourself/himself, or through, on behalf of or in conjunction with any person, persons or legal entity

12 1 1 Divert or attempt to divert any business or client of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System

12 1 2 Employ or seek to employ any person who is at the time employed by us or by any other franchisee or multi-unit operator of ours, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat

12 1 3 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any restaurant or food service business other than the Franchised Business (including any business operated by you prior to entry into this Agreement), which business is of a character and concept similar to the Cafe, including a cafe which offers and sells the same or similar food products (a "Competitive Business")

12 2 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement, or upon transfer, and continuing for two (2) years thereafter (and, in case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person, persons, partnership or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in or have any interest in any Competitive Business which is located within three (3) miles of any Nature's Table Cafe in the System

12 3 Subsections 12 1 3 and 12 2 of this Section shall not apply to ownership by you of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934

12 4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement If all or any portion of a covenant in this Section 12 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 12

12 5 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant stated in Sections 12 1 and 12 2 or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 16 hereof

12 6 You expressly agree that the existence of any claim you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Section 12

12 7 You acknowledge that any failure to comply with the requirements of this Section 12 would cause us irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to our seeking injunctive relief prohibiting any conduct by you in violation of the terms of this Section 12 We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement or otherwise

12 8 At our request, you shall require and obtain the execution of covenants similar to those described in this Section 12 (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons

12 8 1 All Cafe managers of yours who have received training from us,

12 8 2 All officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of you and of any entity directly or indirectly controlling you, if you are a corporation or limited liability company, and

12 8 3 The general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership

Each covenant required by this Section 12 8 shall be in a form satisfactory to us, including, without limitation, specific identification of us as a third party beneficiary of such covenants with the independent right to enforce them Your failure to obtain execution of a covenant required by this Section 12 8 shall constitute a default under Section 9 hereof

12 9 During the term of this Agreement, an officer or agent of ours shall have the right to inspect any Cafe in which you have an interest at reasonable times and during normal business hours to the extent reasonably necessary to determine whether the conditions of this Section 12 are being satisfied If, by reason of such inspections or otherwise, we have reason to believe that you are not in full compliance with the terms of this Section, we shall give notice of such default to you, specifying the nature of such default If you deny that you are in default hereunder, as specified by us, you shall have the burden of establishing that such default does not exist and shall give notice to us of your position within ten (10) days of receipt of the notice from us Unless you so deny such default, you shall immediately take all steps to cure said default in a manner satisfactory to us

SECTION 13
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, overnight delivery service or facsimile to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party

Notices to Franchisor	Nature's Table Franchise Company 300 South Orange Avenue, Suite 1260 Orlando, Florida 32801 ATTENTION President Facsimile (407) 843-6057
COPY TO	Harold L Kestenbaum, P C 1425 RXR Plaza, East Tower-14th Floor Uniondale, New York 11556-1425 Facsimile (516) 745-0293
Notices to the Multi-Unit Operator	_____ _____ _____

Any notice by certified or registered mail shall be deemed to have been given at the date and time of mailing

SECTION 14
INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14 1 It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other

14 2 You shall hold yourself out to the public to be an independent contractor operating pursuant to this Agreement You agree to take such actions as shall be necessary to that end

14 3 You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we assume no liability for, nor shall be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom You shall indemnify and hold us and our officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with your activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by our actions or actions caused by the negligent acts of us or our agents

SECTION 15
APPROVALS

15 1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us for such approval or consent, and, except as otherwise provided herein, any approval or consent granted shall be in writing

15 2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any

waiver, approval, advise, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor

SECTION 16
NON-WAIVER

No failure of ours to exercise any power reserved to us under this Agreement or to insist upon compliance by you with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement Our waiver of any particular default shall not affect or impair our right with respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants of this Agreement affect or impair our rights, nor shall such constitute a waiver by us of any rights hereunder or rights to declare any subsequent breach or default

SECTION 17
SEVERABILITY AND CONSTRUCTION

17 1 Each covenant and provision of this Agreement shall be construed as independent of any other covenant or provision of this Agreement The provisions of this Agreement shall be deemed severable

17 2 If all or any portion of a covenant or provision of this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a decision to which we are a party, you expressly agree to be bound by any lesser covenant or provision imposing the maximum duty permitted by law which is subsumed within the terms of such covenant or provision, as if that lesser covenant or provision were separately stated in and made a part of this Agreement

17 3 Nothing in this Agreement shall confer upon any person or legal entity other than us or you, and such of our respective successors and assigns as may be contemplated by Section 11 hereof, any rights or remedies under or by reason of this Agreement

17 4 All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof

17 5 All references herein to gender and number shall be construed to include such other gender and number as the context may require, and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement on your behalf

17 6 This Agreement may be executed in triplicate, or such other number as is required, and each copy of the executed Agreement shall be deemed an original

SECTION 18
ENTIRE AGREEMENT, APPLICABLE LAW

This Agreement, the documents referred to herein and the Exhibits attached hereto constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and supersede any and all prior agreements, provided, however, that nothing in this or any related agreement

is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing This Agreement shall be interpreted and construed under the laws of the State of Florida, and the parties hereto consent to irrevocably submit to the jurisdiction of all courts located within the County of Orange, Florida

SECTION 19
DISPUTE RESOLUTION

19 1 Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be settled by binding arbitration in Florida under the authority of Florida Statutes The arbitrator(s) will have a minimum of five (5) years experience in franchising or distribution law and will have the right to award specific performance of this Agreement If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Florida Statutes The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Florida Statutes The decision of the arbitrator(s) will be final and binding on all parties This Section will survive termination or non-renewal of this Agreement under any circumstances Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement

19 2 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you and your owners hereby irrevocably submit themselves to the jurisdiction of the state courts of Orange County, Florida and the Federal District Court closest to Franchisor's headquarters You and your owners hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision You and your owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Florida or federal law You and your owners further agree that venue for any proceeding relating to or arising out of this Agreement shall be Orange County, Florida, provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any State or Federal District Court which has jurisdiction With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Florida law

19 3 You, your owners and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 19 2 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement Each of you, your owners and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement

19 4 You, your owners and we acknowledge that the execution of this Agreement and acceptance of the terms by the parties occurred in Orange County, Florida, and further acknowledge that the performance of certain of your obligations arising under this Agreement, including, but not limited to, the payment of monies due hereunder and the satisfaction of certain training requirements of ours, shall occur in Orange County, Florida

19 5 You, your owners and we hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against either party, their officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, either party shall be limited to the recovery of any actual damages sustained by it If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect

SECTION 20
TIMELY PERFORMANCE

You hereby acknowledge that your timely development of the Cafés in the Exclusive Area in accordance with the Minimum Performance Schedule is of material importance to us and you You agree, as a condition of the continuance of the rights granted hereunder, to develop and open Cafes within the Exclusive Area in accordance with the Minimum Performance Schedule, to operate such Cafes pursuant to the terms of the Franchise Agreements and to maintain all such Cafes in operation continuously We agree to diligently act upon any request of or approval from you and any material delay in your ability to meet the Minimum Performance Schedule which is directly caused by our failure to act diligently upon a request for approval shall not constitute a default hereunder Further, a failure or delay in performance by any party to this Agreement shall not be a default hereunder if such failure or delay arises out of or results from a Force Majeure, which for purposes of this Agreement shall be defined as fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion or sabotage

SECTION 21
ACKNOWLEDGMENTS

21 1 YOU ACKNOWLEDGE THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SUBSTANTIAL BUSINESS RISKS AND WILL BE TOTALLY AND COMPLETELY DEPENDENT UPON YOUR ABILITY AS AN INDEPENDENT BUSINESS PERSON WE EXPRESSLY DISCLAIM THE MAKING OF, AND YOU ACKNOWLEDGE NOT HAVING RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT

21 2 YOU ACKNOWLEDGE HAVING RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, THE EXHIBITS ATTACHED HERETO AND AGREEMENTS RELATING HERETO, IF ANY, AND THE DISCLOSURE DOCUMENT DELIVERED SIMULTANEOUSLY HEREWITH, AND WE HAVE ACCORDED YOU AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF YOUR OWN CHOOSING ABOUT THE POTENTIAL RISKS OF ENTERING INTO THIS AGREEMENT

21 3 YOU ACKNOWLEDGE THAT YOU RECEIVED THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES" AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED

21 4 YOU AND EACH OF YOUR PRINCIPALS, IF A CORPORATE ENTITY, EXPRESSLY ACKNOWLEDGE THAT NEITHER YOU NOR THEY HAVE RELIED UPON ANY EARNINGS CLAIMS, SUCH AS ORAL OR WRITTEN STATEMENTS OR SUGGESTIONS, MADE BY ANY REPRESENTATIVE OF OR ANY OTHER PERSON PURPORTING TO BE ACTING ON OUR BEHALF REGARDING THE POTENTIAL FUTURE SALES, REVENUES OR PROFITS WHICH MAY BE DERIVED FROM OPERATION OF NATURE'S TABLE CAFES OR DEVELOPMENT OF THE EXCLUSIVE AREA

SECTION 22
EFFECTIVE DATE

This Agreement shall be effective as of the date it is executed by us

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in triplicate on the day and year first above written

NATURE'S TABLE FRANCHISE COMPANY

_____ By _____
WITNESS Name _____
Title _____

MULTI-UNIT OPERATOR

_____ By _____
WITNESS Name _____
Title _____

NATURE'S TABLE FRANCHISE COMPANY
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT "A"
CERTIFICATION BY MULTI-UNIT OPERATOR

The undersigned, personally and as an officer or partner of Multi-Unit Operator, as applicable, does hereby certify that he has conducted an independent investigation of the business contemplated by this Multi-Unit Operator Agreement and the Nature's Table Franchise Company Franchise Agreement, and that the decision to execute the Multi-Unit Operator Agreement was based entirely upon the independent investigation by the undersigned, and the undersigned further certifies that he has not relied upon, in any way, any claims regarding potential sales, income, or earnings to be derived from the business contemplated by the Franchise Agreement and Multi-Unit Operator Agreement, and has not relied upon any claims regarding past or current sales, income or earnings of Franchisor-operated "Nature's Table" Cafes The undersigned further certified that he understands the risks involved in this investment and Nature's Table Franchise Company makes no representation or guaranty, explicit or implied, that the Multi-Unit Operator will be successful or will recoup his investment

IN WITNESS WHEREOF, the undersigned has signed, sealed and delivered this Certificate this _____ day of _____, 20__

_____ _____(SEAL)
WITNESS

_____ _____(SEAL)
WITNESS

_____ _____(SEAL)
WITNESS

Each of the undersigned owns a five percent (5%) or greater beneficial interest in Multi-Unit Operator, each has read this Multi-Unit Operator Agreement, and each agrees to be individually bound by all obligations of Multi-Unit Operator hereunder

_____ _____
WITNESS

_____ _____
WITNESS

_____ _____
WITNESS

NATURE'S TABLE FRANCHISE COMPANY
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT "B"
GUARANTY

(TO BE EXECUTED ONLY IF MULTI-UNIT OPERATOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP)

In consideration of the execution by Nature's Table Franchise Company of the annexed Multi-Unit Operator Agreement, and acknowledging that undersigned will benefit directly or indirectly from the execution thereof, the undersigned, being all of the shareholders, directors, and officers of the Multi-Unit Operator, agree to be jointly and severally bound by and agree to guaranty the performance of all of the terms and conditions of the Multi-Unit Operator Agreement and any amendments thereto or renewals thereof, and do hereby execute this Multi-Unit Operator Agreement for the purpose of binding and obligating themselves to the terms and conditions of the aforesaid Multi-Unit Operator Agreement and any amendments thereto or renewals thereof

The guarantors hereunder hereby waive notice of termination or default under the Multi-Unit Operator Agreement

SIGNATURES OF ALL SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS AND PARTNERS, AS APPLICABLE

_____ _____(SEAL)
WITNESS

_____ _____(SEAL)
WITNESS

_____ _____(SEAL)
WITNESS

Each of the undersigned owns a five percent (5%) or greater beneficial interest in Multi-Unit Operator, each has read this Multi-Unit Operator Agreement, and each agrees to be individually bound by all obligations of Multi-Unit Operator hereunder

_____ _____
WITNESS

_____ _____
WITNESS

_____ _____
WITNESS

NATURE'S TABLE FRANCHISE COMPANY
MULTI-UNIT OPERATOR AGREEMENT

ATTACHMENT "C"
TRANSFER OF A FRANCHISE TO
A CORPORATION OR LIMITED LIABILITY COMPANY

This Transfer Agreement shall amend that certain Multi-Unit Operator Agreement between _____, an individual with an address at _____ ("Franchisee"), and Nature's Table Franchise Company, a Florida corporation headquartered at 545 Delaney Avenue, Building 2, Orlando, Florida 32801 ("Franchisor")

The undersigned, an Officer, Director and Owner of a majority of the issued and outstanding voting stock of the Corporation set forth below, or Members of the issued and outstanding Interests of the Limited Liability Company set forth below, and the Multi-Unit Operator of the Cafes under an Multi-Unit Operator Agreement executed on the date set forth below, between himself or herself and Franchisor, granting him/her development rights in the Exclusive Area set forth below, and the other undersigned Directors, Officers and Shareholders of the Corporation, or the Members of the Limited Liability Company, who together with Multi-Unit Operator constitute all of the Shareholders of the Corporation, or the Members of the Limited Liability Company, in order to induce Franchisor to consent to the assignment of the Multi-Unit Operator Agreement to the Corporation or Limited Liability Company in accordance with the provisions of Section 11 of the Multi-Unit Operator Agreement, agree as follows

1 The undersigned Multi-Unit Operator shall remain personally liable in all respects under the Multi-Unit Operator Agreement and all the other undersigned Officers, Directors and Shareholders of the Corporation, or the Members of the Limited Liability Company, intending to be legally bound hereby, agree jointly and severally to be personally bound by the provisions of the Multi-Unit Operator Agreement including the restrictive covenants contained in Section 12 thereof, to the same extent as if each of them were the Multi-Unit Operator set forth in the Multi-Unit Operator Agreement and they jointly and severally personally guarantee all of the Multi-Unit Operator's obligations set forth in said Agreement

2 The undersigned agree not to transfer any stock in the Corporation, or any interest in the Limited Liability Company without the prior written approval of the Franchisor and agree that all stock certificates representing shares in the Corporation, or all certificates representing interests in the Limited Liability Company shall bear the following legend

> "The shares of stock represented by this certificate are subject to the terms and conditions set forth in an Multi-Unit Operator Agreement dated _____, 20__ between _____ and Nature's Table Franchise Company"
>
> or
>
> "The ownership interests represented by this certificate are subject to the terms and conditions set forth in an Multi-Unit Operator Agreement dated _____, 20__ between _____ and Nature's Table Franchise Company"

3 _____ or his designee shall devote his best efforts to the day-to-day operation and development of the Cafes

4 _____ hereby agrees to become a party to and to be bound by all of the provisions of the Multi-Unit Operator Agreement executed on the date set forth below between Multi-Unit Operator and Nature's Table Franchise Company, to the same extent as if it were named as the Multi-Unit Operator therein

Date of Multi-Unit Operator Agreement _____

Exclusive Area for Cafes _____

WITNESS

_____

As to Paragraph 3

_____
[Name]

As to Paragraph 4

_____

_____
[Name]

ATTEST

_____

_____
Name of Corp or Limited Liability Company

By _____ (SEAL)
Title _____

In consideration of the execution of the above Agreement, Nature's Table Franchise Company hereby consents to the above referred to assignment on this _____ day of _____, 20__

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name _____
Title _____

NATURE'S TABLE FRANCHISE COMPANY

MULTI-UNIT OPERATOR AGREEMENT

EXHIBIT "A"

Minimum Performance Schedule

The Agreement authorizes and obliges Multi-Unit Operator to establish and operate _____ (____) "Nature's Table" Cafes pursuant to a Franchise Agreement for each Cafe The following is Multi-Unit Operator's Minimum Performance Schedule

Minimum Cumulative Number of Franchise Agreements for Cafes to be located and Operating Within the Exclusive Area	By this Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total _____

APPROVED

MULTI-UNIT OPERATOR

By _____
Name _____
Title _____

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name _____
Title _____

NATURE'S TABLE FRANCHISE COMPANY

MULTI-UNIT OPERATOR AGREEMENT

EXHIBIT "B"

Exclusive Area

The following describes the Exclusive Area within which Multi-Unit Operator may locate "Nature's Table" Cafes under this Agreement

APPROVED

MULTI-UNIT OPERATOR	NATURE'S TABLE FRANCHISE COMPANY
By _____	By _____
Name _____	Name _____
Title _____	Title _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES, MULTI-UNIT OPERATORS AND DEVELOPMENT AGENTS

(Updated as of December 31, ~~2014~~2016)

FRANCHISEES

California	
Cingular Cerritos Ester Hong 12900 Park Plaza Drive Cerritos, CA 90703 562-860-6651 RosaHong79@aol com	Irvine Tripoint Paul Lau 13844 Alton Parkway, Ste 135 Irvine, CA 92618 949-588-9588
Colorado	
Comcast Colorado Chuck and Pauline Welch 7475 Joliet Street Englewood, CO 80112	
Florida	
CNL Building ~~Mikey Joseph~~ Peony Investment and Management LLC 450 S Orange Avenue, Suite 290 Orlando, FL 32801 407-~~835-1926~~985-3721 ~~ramius5@aol com~~New Owner December 1, 2016	Fiserv Joe Kayal 600 Colonial Center Parkway Lake Mary, FL 32746 407-444-2260 jkayal@cfl rr com
Baldwin Park Pat Fend Travelers Insurance 2420 Lakemont Avenue Orlando, FL 32814 407-643-9020 pfend@hotmail com	Bardmoor Outpatient Center Nader Fackih 8787 Bryan Dairy Road #101 Largo, FL 33777 727-394-5174 nifackih@yahoo com
Drew Street Nader Fackih 2985 Drew Street, Clearwater , FL 33759 727-519-1890 nifackih@yahoo com	Carillon Outpatient Center John Lambert 900 Carillon Parkway St Petersburg, FL 33716 727-561-2306 johnlambert1@netzero net

~~Kissimmee City Center~~ ~~Michelle Richards~~ ~~214 Broadway~~ ~~Kissimmee~~Indian Harbor R & P Cuisine, Inc 250 E Eau Gallie Boulevard, Suite 250 Indian Harbor Beach, FL ~~34741~~32937 ~~407-846-4143~~ ~~naturestable@embarqmail com~~321-773-0173	Florida Mall Tracy Parnica 8001 S Orange Blossom Trail #984 Orlando, FL 32809 407-857-5496 tarcher1@cfl rr com
Epi- Center Robert and Jacqueline Carpenter 13805 58th Street Clearwater, Fl 33760 727-614-9766	Hyde Park Bryan Drummond 1622 Snow Avenue Tampa, FL 33606 813-254-9288 cudjoe3@aol com, ntcafehp@aol com
~~Indian Harbor~~ ~~R & P Cuisine, Inc~~ ~~250 E Eau Gallie Boulevard, Suite 250~~ ~~Indian Harbor Beach, FL 32937~~ ~~321-773-0173~~ ANF Services St Pete College- HEC Seminole 7200 66th Street North Pinellas Park, Florida 33782 Open August 23, 2016	~~Indian River Mall~~ ~~Hayes Young~~ ~~6200 20th~~ANF Services St Pete College- Seminole Campus 9200 113th Street ~~Room #458~~North ~~Vero Beach, FL 32966~~ ~~772-567-9388~~Seminole, Florida 33772 open September 2016
Lake Square Mall John and Donna O'Keefe 10401 US Hwy 441, Suite 88 Leesburg, FL 34788 352-315-4388 donnamok11@earthlink net	Glossy Cheeks, LLC 3030 Maingate Lane Kissimmee, FL 34747 407-797-8096
Southpoint Kiosk Laura Inglis 151 Southhall lane, Maitland Fl 32751 407-838-1000	Merritt Square Mall Linda Farls 777 E Merritt Square Mall Merritt Island, FL 32952 321-453-4426 Farls5@yahoo com
MetroWest-Hilton Pete Ortiz 6355 Metro West Boulevard, Suite 365 Orlando, FL 32835 407-722-3027 teortizinc@aol com	Orlando International Airport Steve Olsen 9727B Airport Blvd Orlando, FL 32826 407-825-4024 Kitchen

~~Morton Plant Cheek Powell Wellness Center~~ ~~Kathy Kukulski~~ ~~455 Pinellas Avenue~~ ~~Clearwater, FL 33756~~ ~~727 298 6744~~ ~~pjbear1013@aol com~~	~~Navair~~ ~~Chris Buffalo~~ ~~12350 Research Parkway~~ ~~Orlando, FL 32826~~ ~~407 381 8690~~ ~~bbuffalo@naturestable com~~
House Of Bread Inc Mike Iaccarino 530 Dog Track Road Longwood, FL 32750 miaccarino@gmail com	~~Citadel 2~~ ~~Jerry Avvento~~ ~~5955 T G Lee Boulevard~~ Navair Chris Buffalo 12350 Research Parkway Orlando, FL ~~3282~~32826 407 ~~438 2002~~381 8690 ~~jerry avvento@celebration fl us~~ bbuffalo@naturestable com
RDV ~~Terry Burdette~~ Take to Ventures, LLC 8701 Maitland Summit Blvd Orlando, FL 32810 (407) 916-1000 ~~tjburd@bellsouth net~~ Mike Thompson and Brain Kinsley New Owners August 1,2016	SCC Guy Bennett 100 Weldon Boulevard Sanford, FL 32771 407-328-2485 fourfingersgroup@cfl rr com
SCC #2 Guy Bennett 850 South State Road 434 Altamonte Springs, FL 32714 407-404-6027 fourfingersgroup@cfl rr com	~~Seminole State College #3 (Heathrow)~~ ~~Guy Bennett~~ ~~1055 AAA Boulevard~~ ~~Heathrow,~~ St Cloud Dave Hasselberger 44-29 13th Street Harmony FL ~~32746~~ ~~407 708 4428~~ ~~fourfingersgroup@cfl rr~~daveslakehouse@aol com
Altamonte Mall Mikey Joseph 451 East Altamonte Dr Altamonte Springs, Fl 32701	Southpark Michael Lee 8427 Southpark Circle #170 Orlando, FL 32819 407-363-7902 ntsouthpark@hotmail com
~~St Cloud~~ ~~Dave Hasselberger~~ ~~44 29 13th Street~~ ~~Harmony FL~~ ~~daveslakehouse@aol com~~	~~St Cloud Harmony~~ ~~7272 Harmony Square Dr South~~ ~~Harmony , Fl 34773~~ ~~407 891 6119~~

Summit Tower Dave Hasselberger 1900 Summit Tower Boulevard #190 Maitland, FL 32810 407-660-2006 daveslakehouse@aol com	Suntree Robin Davis 7640 N Wickham Road, Suite 120 Melbourne, FL 32940 321-254-7075 robin@brevardbythesea com
The Forum Fantical Fare (Charlene) 2600 Lake Lucien Drive Maitland, FL 32751 407-475-0033 ramius5@aol com	Florida Turnpike-Turkey Lake Areas USA, Inc Mile Marker 263, Florida Turnpike Ocoee, FL 34761 407-298-1356
Volusia Mall Diyora Corp 1700 International Speedway, Suite 153 Daytona Beach, FL 32114 386-252-2424 Husan and Zafar Hamdamov	Bahari LLC Keval and Avery Kantaria 2701 N Rocky Point Drive Tampa, FL 33607 kevalkantaria@gmail com
Lincoln Plaza David Hasselberger 300 S Orange Avenue, Suite 175 Orlando, FL 32801 407-481-9999 daveslakehouse@aol com	Westwood Center Dave Hasselberger 6675 Westwood Boulevard, Suite 130 Orlando, FL 32821 407-370-0500 daveslakehouse@aol com
Colonial Center Khalid Louai 100 Colonial Center Parkway Lake Mary, FL 32746 407-330-0336 khalid louai@yahoo com	Florida Turnpike – Canoe Creek Areas USA, Inc Ron Taibbi Mile Marker 229, Florida Turnpike St Cloud, FL 34769 407-892-6520 rontaibbi@areasmail com
Colinnade Laura Inglis 2301 Luciena Way Maitland Florida	Orlando Sentinel Guy Bennett ~~633~~Regions Bank Tower 111 North Orange Avenue, Suite 130 Orlando, FL ~~3280~~32801 407-~~260-5372~~704-1021 natures table@orlandosentinel com
Seminole State College #4 (Oviedo) Guy Bennett 2505 Lockwood Boulevard Oviedo, FL 32765 407-971-5115 fourfingersgroup@cfl rr com	Coastal Ventures Megan Licursi Corporate Center1 2202 N Westshore Blvd Tampa, Florida 33607

Seminole State College HUB#5 Guy Bennett 100 Weldon Boulevard Sanford, FL 32771 407-708-2494	Promenade I Mike Lee 485 N Keller Road Maitland, FL 32810 321-972-8873
Corporate Center IV Lassiter Mason 4301 W Boyscott Street #130 Tampa, Fl 33607 813-870-9567	Independence Park Lassiter Mason 4110 George Road Tampa, FL
St Pete College Nadar Faclih Fassco Inc 163 3rd Street North St Petersburg, FL 33701 727-822-8690	City Center Jonathan & Heather Olejnik 100 Second Avenue South St Petersburg, Fl 33701
Intellicenter One Guy Bennett 12653 Telecom Dr, Suite 175 Temple Terrace, Fl 33637 813-979-6251	Maisha International Investment, LLC Keval and Avery Kantaria Park Tower 400 North Tampa Street Tampa, Florida 33602 kevalkantaria@gmail com
~~Double R of Pinellas~~ ~~Jonathan and Heather Olejnik~~ Nature's Table Westshore Inc Chris Economides Tower Place 1511 N Westshore Blvd STE 150 Tampa, Florida 33607 813-287-2233 New Owner September 1, 2016	Coastal Ventures Megan Licursi Corporate CenterII 4211 West Boyscout Blvd Tampa, Florida 33607
Georgia	
Atlanta/Hartsfield-Jackson Airport Lucian Dillingham MBC Concessions, 1027 Emory Parc Place Decatur, GA 30330 404-766-8001 MBCINCDILL@aol com	
Indiana	
CC Holdings I U Riley Hospital for Children 705 Riley Hospital Drive Indianapolis, IN 46202 317-630-0300	CC Holdings St Vincent Hospital 13420 North Meridian Street, Bldg Ste 105 Carmel, IN 46032 317-564-0630

CC Holdings Indianapolis Airport 7800 Col H Weir Cook Memorial Drive Retail Space 11T 340E Indianapolis, IN 46241 open. January 4, 2016	
Maryland	
Ohio	
CC Holdings University of Cincinnati Medical Center 234 Goodman Street Cincinnati, Ohio 45219 513-221-1537	
Oklahoma	
Cingular Oklahoma Sam and Madina Ghobity 3201 Quail Springs Parkway Oklahoma City, OK 73134 405-286-7100 iamdena@aol com	
Tennessee	
~~T-Mobile Nashville~~ ~~Diana Wynne~~ Tipps Enterprises, Inc Brian Tipps 695 Grassmere Park Nashville, TN 37211 615-445-3961 New Owner May 1,2016	~~T-Mobile Chattanooga~~ ~~Diana Wynne~~ Tipps Enterprises, Inc Brian Tipps 6730 Customer Delight Drive Chattanooga, TN 37241 423-598-4059 New Owner May 1, 2016
Texas	
Cingular Austin Sung Lee 4544 South Lamar, Suite 250 Austin, TX 78745 512-436-7659 slee20@austin rr com	
~~Cingular Richardson~~ ~~Joe Barker~~ ~~1125 E Campbell~~ ~~Richardson, TX 75801~~ ~~972-479-8401~~ ~~joebarker@naturestablecingular com~~	~~Coppell~~ ~~Joe Barker~~ ~~750 Canyon Drive~~ ~~Coppell, TX 75019~~ ~~214-295-7601~~

MULTI-UNIT OPERATORS

Angelo Giuseppe Della Torre Hato Horizonte Ca Zona Industrial Los Pines Edif Colonico PB Puerto Ordaz 8060, Venezuela 212-714-1227 (Washington, DC territory)	

DEVELOPMENT AGENTS

Dhvani Vyas 5004 Sinope Way Beltsville, Maryland 20705 301-839-3492 and Angelo Giuseppe Della Torre Hato Horizonte Ca Zona Industrial Los Pines Edif Colonico PB Puerto Ordaz 8060, Venezuela 212-714-1227	Wynne Healthy Solutions, LLC Diana Wynne 413 Ridgecrest Lane Lebanon, TN 37087

EXHIBIT E TO THE DISCLOSURE DOCUMENT
FRANCHISEES, MULTI-UNIT OPERATORS AND
DEVELOPMENT AGENTS WHO HAVE LEFT THE SYSTEM

(Updated as of December 31, ~~2014~~2016)

FRANCHISEES

Colorado	
T-Mobile Colorado Colorado Springs, CO 80920 Chuck and Pauline Welch 719-201-5732 paulinewelch@comcast net June 13, 2014	
Florida	
DeSoto Square Mall Bradenton, FL 34205 Rob Carpenter 4561 Abacos Place Sabal Harbour, Bradenton, Florida 34203 727-614-9766 carpenterrpc@hotmail com April 23, 2014	Florida Turnpike-Okahumpka Areas USA, Inc Wildwood, FL 34785 Mile Marker 299 Wildwood, FL 34785 352-399-0251 September 26, 2014
Maitland Colannades Maitland, FL 32751 Laura Inglis 101 Southall Lane #110 Maitland, Florida 32751 407-838-1098 ljinglis13@aol com July 25, 2014	Indian River Mall Hayes Young 6200 20th Street Room #458 Vero Beach, FL 32966 772-567-9388 March 24, 2016
St Cloud-Harmony 7272 Harmony Square Dr South Harmony , Fl 34773 407-891-6119 April 1, 2016	Hyde Park Bryan Drummond 1622 Snow Avenue Tampa, FL 33606 813-254-9288 cudjoe3@aol com, ntcafehp@aol com May 25, 2016

Citadel 2 Jerry Avvento 5955 T.G Lee Boulevard Orlando, FL 32822 407-438-2002 jerry avvento@celebration fl us April 1, 2016	Morton Plant Cheek-Powell Wellness Center Kathy Kukulski 455 Pinellas Avenue Clearwater, FL 33756 727-298-6744 pjbear1013@aol com April 29, 2016
Seminole State College #3 (Heathrow) Guy Bennett 1055 AAA Boulevard Heathrow, FL 32746 407-708-4428 fourfingersgroup@cfl rr com December 7, 2016	Kissimmee City Center Michelle Richards 214 Broadway Kissimmee, FL 34741 407-846-4143 naturestable@embarqmail com December 7, 2016
NTC Enterprises 3203 Grace Street Tampa, Fl 37221 Transferred to New Owner in May 1, 2016 to TN	NTC Enterprises 3203 Grace Street Tampa, Fl 37221 Transferred to New Owner in May 1, 2016 to TN
Terry and Susan Burdette TeeJay Enterprises 519 Lobo Court Orlando Fl 32819 Transferred In August 2016	Double R of Pinellas Inc Heather and Jonathan Olejnik 2650 CountrySide Blvd Unit A 107 Clearwater, Florida 33761 Transferred September 1, 2016
Michael and Diana Joseph Alvaro Coelho 2118 Royal fern Court Longwood Florida 32779 Transferred December 1, 2016	
Maryland	
DMS NT Baltimore, LLC Oxon Hill, MD 20745 Dhavani Vyas 5004 Sinope Way Betville, MD 20705 301-437-5592 January 5, 2014	DMS NT Baltimore, LLC Dhavani Vyas 1 East Pratt Street Baltimore, MD 21202
Texas	
Cingular Richardson Joe Barker 1125 E Campbell Richardson, TX 75801 972-479-8401 joebarker@naturestablecingular com May 19, 2016	Coppell Joe Barker 750 Canyon Drive Coppell, TX 75019(Farmers Branch) 214-295-7601 May 19, 2016

Virginia	
T-Mobile Richmond Richmond, VA 23233 Dhvani Vyas 5004 Sinope Way Betville, MD 20705 301-437-5592 August 15, 2014	
Washington D.C.	
D C 19th Street Washington, D C 20036 Giuseppe Della Torre 1255 25th Street NW Washington DC 20037 202-714-1227 October 15, 2014	

MULTI-UNIT OPERATORS None

DEVELOPMENT AGENTS None

EXHIBIT F TO THE
DISCLOSURE DOCUMENT
TABLE OF CONTENTS OF OPERATIONS MANUAL

Side Pocket (32 pages)
Schedules
Cheat Sheets/Food Labels
CD Manuals and Forms

Operations (52 pages)
Contact Phone Numbers
Smoothie Guidelines
Industry Bulletins
HACCP
List of Equipment
Cleaning Your Equipment
Guidelines for Slicing

Employee (23 pages)
Applications for Employment
W-4
Hiring
Salary and Wage Administration
Employee Agreement Letter
Employee Availability Form
Employee Performance Review
Employment Eligibility Verification/I-9
Key Control Letter
Accident Report
Employee Information Form

Marketing (38 pages)
History
Uniforms
Nutritional Information
Comment Sheet
Business Card sample
Loyalty Card sample
Smoothie Card sample
Brand Standards Manual
Instructions for Online Ordering
Sample Menu

Forms (12 pages)
Royalty Form
Daily Sales Log
Daily Sheet
Weekly Schedule
Catering Invoice
Recipe Cost Worksheet/Daily Kitchen Preparation List/Payroll Cost/Hourly Sales/Weekly Report/Labor Schedule

Customer Incident Report

Back Pocket (47 pages)
Safe Staff Book

Catering (14 pages)
Reference Guide
Catering Invoice
General Catering Invoice

EXHIBIT G TO THE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDUM

ADDENDUM TO NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX

1 California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise If the Franchise Agreement or Multi-Unit Operator Agreement contains provisions that are inconsistent with the law, the law will control

2 The Franchise Agreement and Multi-Unit Operator Agreement provide for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 U S C A Sec 101 et seq)

3 The Franchise Agreement and Multi-Unit Operator Agreement contain covenants not to compete which extend beyond the termination of the agreements These provisions may not be enforceable under California law

4 Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise

5 Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U S C A 79a et seq , suspending or expelling such persons from membership in such association or exchange

6 The Franchise Agreement and Multi-Unit Operator Agreement require binding arbitration The arbitration will occur in Florida with the costs being borne by the franchisee and franchisor Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

7 The Franchise Agreement and Multi-Unit Operator Agreement require application of the laws of Florida This provision may not be enforceable under California law

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

9 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

10 Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040 5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California

11 The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

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

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

1 The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself

> Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ("Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State" This Section of the Act replaces any contradictory language contained in the Franchise Agreement and Multi-Unit Operator Agreement

2 Illinois law governs the Franchise Agreement and Multi-Unit Operator Agreement

3 Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim according to the provisions of Title 9 of the United States Code"

4 Under Illinois law at 200 608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law" The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended accordingly

5 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee, Multi-Unit Operator, or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred

6 Item 17(g) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days

STATE ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND MULTI-UNIT OPERATOR AGREEMENT FOR THE STATE OF INDIANA

1 To be added to Item 3 of the Disclosure Document, is the following statement

There are presently no arbitration proceedings to which the Franchisor is a party

2 Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2 7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory

3 Item 17 is amended to state that this is subject to Indiana Code 23-2-2 7-1 (10)

4 Under Indiana Code 23-2-2 7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby amended accordingly

5 Under Indiana Code 23-2-2 7-1 (10), franchisee may not agree to waive any claims or rights

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for Nature's Table Franchise Company for the State of Maryland for Nature's Table Franchise Company's Franchise Disclosure Document and for its Franchise and Multi-Unit Operator Agreements The amendments to the Franchise and Multi-Unit Operator Agreements included in this addendum have been agreed to by the parties

1 Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

2 Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

3 Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

4 Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement and Multi-Unit Operator Agreement which provide for termination upon bankruptcy of the franchisee/multi-unit operator may not be enforceable under federal bankruptcy law (11 U S C Section 101 et seq)

5 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

6 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

7 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

8 The Franchise Agreement, Multi-Unit Operator Agreement, and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement "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 incurred under the Maryland Franchise Registration and Disclosure Law "

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

(i) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to

Consumer Protection Division
Attn Marilyn McEwen
525 W Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND MULTI-UNIT OPERATOR AGREEMENT FOR THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20__, and effectively amends and revises said Disclosure Document, and the Franchise Agreement and Multi-Unit Operator Agreement as follows

1 Item 13 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use "

2 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minnesota law provides franchisees with certain termination and non-renewal rights Minnesota Stat Sec 80c 14, Subd 3, 4 and 5 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 for non-renewal of the Disclosure Document "

3 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minn Stat Sec 80C 21 and Rule 2860 4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of jurisdiction "

4 Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended by the addition of the following language to the original language that appears therein

> "Minn Rule 2860 4400D prohibits us from requiring you to assent to a general release "

5 Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn Rule 2860 4400J which prohibits requiring you to consent to liquidated damages

6 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby deleted in accordance with Minn Rule 2860 4400J which prohibits waiver of a jury trial

7 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement regarding Limitations of Claims are hereby amended to comply with Minn Stat §80C 17, Subd 5

8 Franchisee cannot waive any rights In accordance with Minn Rule 2862 4400J Franchisee cannot consent to the Franchisor obtaining injunctive relief Franchisor may seek injunctive relief

9 Item 6, Insufficient Fund Fees NSF fees are governed by Minnesota Statute 604 113, which puts a cap of $30 on a NSF check This applies to everyone in Minnesota who accepts checks except banks

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

3 LITIGATION

Neither the Franchisor, its Predecessor nor any person listed under Item 2 or an affiliate offering franchises under Franchisor's principal trademark

(A) has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations

(B) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices, or comparable allegations

(C) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

4 BANKRUPTCY

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the ten year period immediately before the date of the disclosure document (a) filed as debtor (or had filed against it)

a petition to start an action under the U S Bankruptcy Code (or any comparable foreign law), (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within one year after the officer or general partner of the Franchisor held this position in the company or partnership

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement and Multi-Unit Operator Agreement effectively amends and revises said documents as follows

1 Item 17(c) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release

2 Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law Item 17(r) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended accordingly

3 Item 17(i) of the Disclosure Document and the Franchise Agreement require the franchisee to consent to termination or liquidated damages Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota

3 Item 17(u) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties

4 Item 17(v) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require jurisdiction of courts in the State of Florida are deleted

5 Item 17(w) of the Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota

6 Apart from civil liability as set forth in Section 51-19-12 N D C C , which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law

7 Item 6 of the Disclosure Document and the Franchise Agreement are hereby amended to delete all references to liquidated damages

8 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted

9 The appropriate sections of the Franchise Agreement and Multi-Unit Operator Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself

Section 19-28 1-14 of the Rhode Island Franchise Investment Act provides that

> "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13 1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Nature's Table Franchise Company for use in the Commonwealth of Virginia shall be amended as follows

Additional Disclosure The following statements are added to Item 17 h

According to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable

According to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

ADDENDUM TO THE NATURE'S TABLE FRANCHISE COMPANY DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either 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, Chapter 19 100 RCW shall prevail

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed according to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___

ATTEST

_____
Witness

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name _____
Title _____

FRANCHISEE

_____
Witness

_____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

As you know, Nature's Table Franchise Company (the "Franchisor") and you are preparing to enter into a franchise agreement (the "Franchise Agreement") for the establishment and operation of a Nature's Table Cafe (the "Franchised Cafe") The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of the Broker that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor

In the event that you are intending to purchase an existing Franchised Cafe from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours The questions below do not apply to any communications that you had with the transferring franchisee Please review each of the following questions and statements carefully and provide honest and complete responses to each

1 Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Cafe from an existing Franchisee?

Yes _____ No _____

2 I had my first face-to-face meeting with a Franchisor representative on _____, 20___

3 Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4 Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

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

_____

_____

_____

_____

_____

_____

5 Have you received and personally reviewed the Franchisor's Disclosure Document that was provided to you?

Yes _____ No _____

6 Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7 Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

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

_____
_____
_____
_____
_____
_____

8 Have you discussed the benefits and risks of establishing and operating a Franchised Cafe with an attorney, accountant, or other professional advisor?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

10 Has any employee of or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Cafe operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Cafe will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Cafe that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Cafe?

Yes _____ No _____

15 Has any employee of the Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

18 Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

_____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines (Attach additional pages, if necessary, and refer to them below) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank

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

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

A You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace You hereby acknowledge your awareness of and willingness to undertake these business risks

B You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None"

C You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures") The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is

(i) a person or entity listed in the Annex to the Executive Order,

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism,

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or

(iv) owned or controlled by terrorists or sponsors of terrorism

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure

Acknowledged this _____ day of _____, 20____

Sign here if you are taking the franchise as an

INDIVIDUAL

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

_____
Signature

Print Name_____

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

_____
Print Name of Legal Entity

By _____
Signature

Print Name_____

Title_____

EXHIBIT I TO THE DISCLOSURE DOCUMENT
STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process We may not yet be registered to sell franchises in any or all of these states

CALIFORNIA California Department of Business Oversight Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Cafe Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent Banking Commissioner
HAWAII (state administrator) Cafe Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W Ottawa Street, 6th Floor Lansing, Michigan 48933 (517) 373-7117 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P O Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101-2198 (651) 296-6328 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8211 (for service of process) Secretary of State of New York 41 State Street Albany, New York 12231 (518) 474-4750	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Securities Division Department of Cafe Regulation, Bldg 69, First Floor John O Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA Division of Securities Department of Labor & Regulation 124 S Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division P O Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S W Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 345 W Washington Ave , 4th Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 345 W Washington Ave , 4th Floor Madison, Wisconsin 53703

EXHIBIT J TO THE DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20___ by and between Nature's Table Franchise Company, a Florida corporation having its principal place of business located at 545 Delaney Avenue, Building 2, Orlando, Florida 32801 (the "Franchisor"), and _____, an individual residing at _____ (hereinafter referred to as "Releasor"), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows

1 **Release by Releasor**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees

2 Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph

3 Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary

4 Florida law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto

5 In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Florida

6 This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above

Witness

_____

Witness

_____

RELEASOR

_____
(Name)

NATURE'S TABLE FRANCHISE COMPANY

By _____
Name _____
Title _____

RECEIPT

(KEEP THIS COPY FOR YOUR RECORDS)

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

If Nature's Table Franchise Company 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 the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Nature's Table Franchise Company 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, DC 20580 and the appropriate state agency listed on Exhibit I

The franchisor is Nature's Table Franchise Company, located at 545 Delaney Avenue, Building 2, Orlando, Florida 32801 Its telephone number is (407) 481-2544

Issuance date **March ~~25, 2016~~28, 2017**

Please note that the State Effective date is not the Issuance date

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows Mr Richard Larsen
545 Delaney Avenue, Building 2, Orlando, Florida 32801
(407) 481-2544

Nature's Table Franchise Company authorizes the agents listed in Exhibit I to receive service of process for it

I have received a disclosure document dated _____, 20___ that included the following Exhibits

A – Financial Statements	F – Table of Contents of Operations Manual
B – Franchise Agreement	G – State Specific Addendum
C – Multi-Unit Operator Agreement	H – Franchisee Disclosure Acknowledgment Statement
D – List of Franchisees, Multi-Unit Operators and Development Agents	I – List of State Administrators/Agents for Service of Process
E – Franchisees, Multi-Unit Operators and Development Agents Who Have Left the System	J – Form of General Release

Date _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Nature's Table Franchise Company at 545 Delaney Avenue, Building 2, Orlando, Florida 32801, or by faxing a copy of the signed and dated receipt to Nature's Table Franchise Company at (407) 843-6057

RECEIPT

(RETURN THIS COPY TO US)

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

If Nature's Table Franchise Company 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 the franchise or other agreement or the payment of any consideration that relates to the franchise relationship Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

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E – Franchisees, Multi-Unit Operators and Development Agents Who Have Left the System	J – Form of General Release

Date _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Nature's Table Franchise Company at 545 Delaney Avenue, Building 2, Orlando, Florida 32801, or by faxing a copy of the signed and dated receipt to Nature's Table Franchise Company at (407) 843-6057